



TERMS AND CONDITIONS 2019

Article 1: The Organizer

The International Tourism and Travel Fair (SITV) is organized by Société COLMAR EXPO SA with a capital of 1 700 000 Euros, SIRET 388 014 714 00017, APE 748 J, TVA FR1938801471400017 which headquarters are located Avenue de la Foire aux Vins 68 000 COLMAR, named below « the organizer », is the sole legal contact, which therefore excludes any other entity or person participating or not to the Fair.

Article 2 : Dates and place

The SITV takes place in the Parc des Expositions et de Congrès Colmar from 09 to 11 November 2019. The organizer reserves his right to modify the dates and place of the fair should circumstances and imperatives for the safe and successful organization of the fair dictate him to do so.

Article 3 : Application

a) Exhibitors must send their application form to SITV, the organizer. This application will be considered only if the required advance payment is enclosed.

Stand sites are assigned as soon as application forms and payments are received. If the payment is not enclosed with the application form, then the application will not be taken into account until the payment is received. The SITV map will evolve according to the acceptance of new exhibitors.

b) The General Commissioner has the right to accept or reject any applicant without having the need to justify his decision.

c) By submitting his application, this applicant accepts implicitly all terms of the general rules and all relevant legal prescriptions

Article 4 : Payment

Fees are payable as follows:

- deposit : 30% of the total amount including tax made payable to Colmar Expo on registration
- balance: on 5 october 2019 at the latest
- any registrations made after 5 october 2019 must be accompanied by full payment

If payment is not received by the due date, the organiser has the right to treat the registration as cancelled without any further formality and may freely dispose of the space in question, without prejudice to any other rights available to it.

Cancellation conditions: all cancellations must be notified by registered letter with acknowledgement of receipt. For cancellations before 5 october 2019, the deposit remains due. For cancellations on or after 5 october 2019, full payment remains due.

Article 5 : Exhibitor's responsibilities and rights

a) The exhibitor who has signed the application form has the right to share his/her stand with one or more participants

provided he/she mentioned their presence on the application form

b) Rental cost and all other payments and taxes are due in full for the whole duration of the fair, upon receipt of the invoice.

c) In case the payment in full for the rental has not been received, then the organizer reserves his right to declare the rental application void and to reassign the reserved space without any refund of any advance payment.

d) All applications are made at one's name. Any form of assignment, transfer, subleasing, free of charge or not, will not be tolerated without the organizer's authorization. It is equally forbidden to display products and services which are not normally linked to the exhibitor's activities.

e) Any application will be a firm commitment. Any cancellation by the exhibitor will have to be done in writing and by registered mail to the organizer. In case of cancellation, the advance payment will still be due to the SITV. In case the rental of the stand is cancelled by the exhibitor less than 30 days prior the opening of the SITV then the payment in full of the lease of the stand will be due to the SITV.

f) Travel agencies: by law, a travel agency must display its licence number on its stand. Under article 35 of decree number 94-490 of 15 June 1994, European travel agencies are required to obtain a licence from the office of the Junior Minister for Tourism (3 Place Fontenoy - 75007 Paris) in order to sell trips in France.

Article 6 : Organizer's responsibilities and rights

a) The SITV organizer is the only person authorized to assign stand sites. He reserves his right to reduce the requested space according to circumstances. In case of "force majeure", he can modify the original location and distribution of the stands.

b) Stands are provided with all equipment detailed to exhibitors when they complete their application form. The stands are made of 9 sq m (3mx3m) units.

c) The cleaning-up of each stand (collection of waste and floor vacuuming) is done on a daily basis by the fair organizers. May we ask each exhibitor to make the access of his stand as easy as possible.

Article 7 : Stand installation

a) The overall design of the SITV is at the organizer's cost. The exhibitors will bear the full cost for the inner layout and interior design of their stands. They can do this according to their own taste provided they do not do any harm to the overall design and are in harmony with it, without bothering their neighbors. Green advertising panels with white letters are forbidden (reserved for security) and all easily flammable decorating material (see security rules for more details).

b) Exhibitors are allowed to use their space and install their stand 48 hours prior the opening of the SITV. The installation must be finished the day before the opening. Each exhibitor will be responsible for the transport, the receipt and the shipment of his equipment.

→ Set-up dates and times :

Monday 4, Tuesday 5, Wednesday 6 and Thursday 7 November : 8am-12pm & 2pm-6pm / Friday 8 November : 7am-10pm

→ Take-down dates and times :

Monday 11 November: 7pm-10pm / Tuesday 12 November: 7am-7pm

No set-up or take-down will be authorised outside these times.

c) Should the exhibitors be not present to take delivery of their equipment within the SITV, then the organizer will have the authority to either send them back or take delivery of them at senders' cost and risk. For all documents or parcels sent, please indicate clearly the sender's name, address, email and/or fax number to which COLMAR EXPO SA can send a receipt upon arrival.

Address for all shipments:

**COLMAR EXPO SA – SITV
Parc des Expositions
Avenue de la Foire aux Vins
F - 68000 COLMAR**

Don't forget to indicate : Hall and Stand number

Only fully prepaid shipments will be accepted.

All parcels will have to be unpacked upon arrival. Packaging material will have to be disposed off outside of the SITV site prior its opening. The organizer reserves his right to ensure this is done according to the rules at the exhibitor's cost and risk

d) It is forbidden to leave the premises before the official closing hour of the SITV out of respect for last minute visitors. All allocated spaces will have to be emptied of all equipment within 24 hours of the closing of the SITV

e) Any equipment/material left on the stand after the SITV has closed its doors will not be insured. In case any exhibitor wants to collect his/her equipment/material after the fair has closed its doors will need to inform the organizer explicitly. The exhibitor will have to give the details of the kind and quantity of equipment/material to be kept and the delay he/she needs to recover it.

PLEASE NOTE: All furniture rented for SITV (as part of turnkey stand packages and exhibitors' individual orders) will be collected by the furniture rental company after the fair closes on the final day (Monday 11 November 2019). Please ensure that you remove all documentation and any other equipment you wish to keep from the furniture.

f) Stands will stay open to the public from the official opening hour of the SITV until its official closing. Anyone wishing to carry any object outside of the SITV premises will have to give proof of its origin (invoice, voucher etc..) to any security personnel requesting it.

g) Cleaning of each stand (garbage collection, and vacuum cleaning) will be done on a daily basis by the organizer. Each exhibitor will ensure that the way to their stand is void of any obstacle or garbage. Free garbage bags will be available to all exhibitors. Any inquiry can be answered by the staff.

h) We advise all exhibitors and their staff that it is strictly forbidden within the SITV premises to advertise by: shouting, using loud speakers, car horns and hooters. The use of any sound amplifying equipment is forbidden to all exhibitors. Any promotion show organized on the stand will have to be approved by the organizer.

i) All sales of products not related to holiday stays, travels, and other travel packages are not allowed unless a written authorization is signed by the organizer.

j) Sale of all advertising newspapers/press, taking photos of any product relating to the SITV or any person within its premises are forbidden without a written authorization from the organizer.

k) For all exhibitors providing any kind of tasting and/or demonstration at their stand, it is required that they move their counter back 0.30 m away from the main aisle. The organizer, otherwise, has the right to forbid any activity at the stand.

l) It is not allowed to raise the panels separating the stands and to extend them up to the outside edge of the stand without a written authorization. Furthermore, any design of any stand with voluminous objects placed at 2.50 m above the ground can cause some inconvenience to adjacent stands and harm to the overall design and will need therefore to be approved by the organizer. In any case no height above the norm will be authorized without the organizer's prior consent. Any request for extra height panels will have to be done in writing with a drawing of the stand. The organizer has the right to reject any request for extra height if too high or inconvenient for the neighbor stands.

m) The exhibitor must not go beyond his/her allocated space. It is forbidden to place or display any object in the aisles. The organizer may require the removal of any such object at the exhibitor's cost.

n) All exhibitors must strictly adhere to all security measures outlined in the «security rules »

o) All exhibitors will be held financially responsible for any damage of any kind caused by their own conduct.

p) Ease of access for disabled persons should be the same as for everybody else or should present the same quality of use. Therefore it is a basic requirement that all installations, open structures or stands put up by exhibitors within our exhibition area should fulfill all legal requirements specified in official decrees and be therefore accessed by any disabled individual.

Article 8 : Administrative procedures

a) Insurance :

> Exhibitor's public liability insurance is included

This insurance covers the financial consequences of your public liability for bodily injury, property damage or consequential loss caused to third parties during the event.

Details of cover :

- All bodily injury, property damage and consequential loss per event (excess per claim: none)
 - including : food poisoning per event (excess per claim: none)
 - including : inexcusable fault: work accidents & occupational diseases, combined single limit per event (excess per claim : none)
 - including : damage to the environment, combined single limit for all bodily injury, property damage and consequential loss resulting from the covered injury or damage: per event (excess per claim: €1,500)
- Property damage and consequential loss per event (excess per claim: €750)
 - including : consequential loss not resulting from covered damage per event (excess per claim: €450)
 - including : damage to property entrusted to you per event (excess per claim: €450)

> Damage to the exhibitor's property

In general terms, Colmar Expo assumes no responsibility or liability for any incident outside its control which may disrupt the course of the event and cause exhibitors to suffer any kind of loss, in particular theft of or damage to equipment and/or goods belonging to them. Exhibitors are responsible for insuring their own property.

b) Custom procedures

The exhibitor will be responsible for all custom procedures for all equipment and products being imported from abroad. In particular the exhibitor will be the sole responsible for any difficulty arising from these custom procedures.

c) VAT refund

FOREIGN EXHIBITORS COMING FROM EUROPEAN UNION COUNTRIES

The stand rental and its corner only are exempted from the VAT. For all other services provided by Colmar Expo, a 20% VAT will apply.

Article 9 : Security

a) The organizer will organize all security after opening hours. It will be in place from closing time and until exhibitors' arrival, no sooner than 1 hour before the official opening. However, the organizer disclaims all responsibility for any loss, damage or theft that could happen to exhibitors' equipment and products.

b) Storage: a facility will be made available to exhibitors requiring secure storage for valuables. Please contact Colmar Parc Expo administration department.

c) Please note: Colmar Expo is unable to take any responsibility for thefts or incidents that may occur while the fair is being taken down, as the halls will be open and freely accessible.

Article 10 : Brochure

The exhibitor's subscription will include an insert in the official exhibitors' brochure (no more than 3 lines). This will apply to all present organizations having paid the subscription fee. All information necessary for the publication of the brochure will be provided by the exhibitors and under their responsibility.

Article 11 : Passes

To simplify security checks, passes will be issued to exhibitors and their staff. A maximum of six passes will be issued per 9m² module rented.

Article 12 : Parking sticker

The parking dedicated to exhibitors is located East of « Parc des Expositions ». A sticker for its free access will be allocated for each 9 sq m leased. Any additional parking sticker is free.

Article 13 : Invitation passes

Each exhibitor having paid his/her subscription fee will receive for his clients, 30 free invitation passes per each 9 sq m unit. Numerous additional passes can be purchased at the SITV. Passes not used at the end of the SITV will not be refunded. Note: each invitation pass must carry the exhibitor's stamp and the beneficiary's name and address or it may not be accepted at the SITV entrance.

Article 14 : General rules implementation

a) Should the SITV not open due in to "force majeure", then all exhibitors' payments would be reimbursed to the exhibitors without any penalty nor interest and without any claim that could be lodged against the organizer.

b) Any default by the exhibitor (application fee not paid before the agreed deadline) or if the exhibitor's stand layout is not in compliance with security rules or any other in place or he does not comply with all the terms of Article 3 above, then the exhibitor can be deprived of his leased space without any notification. In this case a fine will be due to the organizer. The amount due will be equivalent to the total lease cost and any other third party's damage and interest that may be claimed by the organizer. Furthermore, the organizer may exercise his right to retain all products displayed and all equipment used by the exhibitor for his stand.

c) Any breach to the rules in place and to any other decreed by the organizer for the safe organization of the SITV, will lead to the exhibitor's expulsion from the SITV by the organizer without any notification. In this case, any payment made to the organizer will not be reimbursed to cover any potential third party moral damage subsequent to this breach of contract and without prejudice of any other claim, should this breach of contract have caused any other equipment damage of any kind

d) Any dispute between the organizer and exhibitors will be resolved by and only COLMAR EXPO SA management. Any complaint filed 2 days after the official end of the SITV will not be admissible. The organizer reserves his right to give a ruling on all cases not explicitly described in the General Rules and his rulings are immediately applicable without any appeal.

e) In signing the application form, the exhibitor pledge to act in accordance with the jurisdiction of the Colmar Court, the French version of the General Rules being the only version in force.

Article 15 : Security

By signing the SITV application form, exhibitors agree to comply with the fair's terms and conditions and security regulations. The security regulations are available at www.sitvcolmar.com.