

## GENERAL TERMS AND CONDITIONS OF PARTICIPATION

- I. Event**  
RAILWAYS BUSINESS DAYS 2020
- II. Organizer**  
THEMA: EXHIBITIONS s.r.o.
- III. Exhibitor**  
Legal entities and natural persons, to whom the organizer THEMA: EXHIBITIONS confirmed participation at the event (by confirming a binding application).
- IV. Applying for an Event and assigning Premises**
- IV.1.** Application duly filled out together with an order of the type package including accompanying services sent to THEMA:EXHIBITIONS is binding and irrevocable for the ordering party.  
The contractual relationship (contract) is created by confirmation of the application to participate, which includes a binding order of the type package including accompanying services.  
Together with the confirmation of the application to participate THEMA: EXHIBITIONS sends invoice for a complete participation along with the final billing of respective VAT.
- IV.2.** Upon receipt of the payment for participation at a specified amount and the registration fee THEMA: EXHIBITIONS shall send 'Confirmation of participation', by which THEMA: EXHIBITIONS assigns the participant the ordered premises and exposition number. At the same time, it issues an invoice for accompanying services, including the amount of respective VAT. Payment of the entire participation and registration fee, including the respective VAT, constitutes a pre-condition for the handover of the premises within the specified deadline.
- IV.3.** THEMA: EXHIBITIONS may decide to change the exposition site without the participant's consent.  
However, the participant shall be immediately informed thereof. In such a case, the participant is not entitled to claim compensation for any damage caused by the change in the exposition site.
- IV.4.** The allocated premises may not be further leased by the participant to any third party.
- IV.5.** In the event of the failure to pay for the entire type package or any invoice at the due date indicated on the invoice, the participant's delay constitutes a material breach of their contractual obligation and THEMA: EXHIBITIONS is entitled to withdraw from the contract and not to enable the participant to enter the areal. In this case – THEMA: EXHIBITIONS is entitled to demand payment of a contractual penalty in the amount of the already issued pre-payment invoices.
- V. Exhibition Premises, Registration Fee**
- V.1.** The offer of the presentation possibilities is stated in the order: Basic and Premium package. The price is based on the choice of the form of participation and is calculated for the preparation time, own event and liquidation. In addition to the services included, it also includes: basic lighting, heating, fire protection, cleaning in the event premises outside the stands, general night security of the exhibition premises, operation of the changing rooms, toilet, production and promotion, insurance to the extent of the participant's liability for damage caused to third parties.
- V.2.** The participant's registration fee is non-refundable and includes the following items: inclusion of basic data in the on-line event catalogue, entry passes (number according to the size of premises), tickets to the conference (number according to the size of premises), tickets for the evening banquet (number according to the size of premises). The amount of the registration fee is indicated in the binding application to participate.
- VI. Payment and Sanction Terms**
- VI.1.** The participant undertakes to pay THEMA: EXHIBITIONS all performance provided within the due date indicated on the invoice. In the event that the participant does not pay the invoiced amount at the latest on the due date indicated on the invoice, the parties stipulate interest on late payment of 0,5 % for each day of delay with the payment of an outstanding amount. This does not affect the right of THEMA: EXHIBITIONS to withdraw from the contract pursuant to Article IV.5.
- VI.2.** In the event that the participant withdraws their participation in the event completely,
- the amount paid for the comprehensive participation (or a pro rated part thereof) shall be returned to the participant if the written cancellation of the ordered premises or a part thereof is delivered to THEMA: EXHIBITIONS at the latest within 3 months prior to the commencement of the event. The registration fee paid is forfeited in full.
- VI.3.** Cancellation (written) of the ordered premises or a part thereof by the participant in the period shorter than 3 months before the start of the event constitutes a violation of their obligation to participate duly and in such a case the participant is obliged to pay THEMA: EXHIBITIONS contractual penalty:
- a/** in the period shorter than 3 months before the start of the event of 50 % of the lease of the originally ordered premises.  
**b/** in the period shorter than 1 month before the start of the event in the amount of the entire original rent.  
**c/** The paid registration fee is forfeited in full.
- VII. Realization, Operation and Liquidation of the Exhibition Expositions**
- VII.1.** The participant has no right to order the construction of a stand and other services related to the equipment of the stand at any realization company.
- VII.2.** The maximum height of the expositions, including the banners, is 2.2 m. The organizer is fully responsible for the fact that they comply with technical-safety regulations during the construction of expositions and presentation of exhibits.
- VI.3.** The power supply can be ordered exclusively by the participant at THEMA: EXHIBITIONS in the stated term before the event.
- VII.4.** The participant shall be responsible for the exhibition premises and all facilities leased by THEMA: EXHIBITIONS and is obliged to hand them over undamaged after the event termination. If the participant damages or pollutes the exhibition premises, the exhibition areal or equipment lent by THEMA: EXHIBITIONS, they are obliged to reimburse THEMA: EXHIBITIONS the damage caused in full.

**VII.5.** The participant undertakes to comply with THEMA: EXHIBITIONS determined times of entries and exists to/from exhibition premises. The participants are required to carry the entry cards visibly throughout the entire event.

**VII.6.** It is forbidden to smoke and tamper with an open fire near the exhibition halls.

### **VIII. Presentation**

**VIII.1.** The participant is entitled to the disclosure of basic data in the alphabetical list of participants in the event catalogue. The participant has the right to disclose further details of their company and advertising in the catalogue in case of ordering by the specified closing date.

**VIII.2.** The participant is entitled to promote their products only in their own exposition. It is not allowed to locate company banners, to distribute leaflets, to stick promotional and information materials outside your own exposition, on windows, walls, floors or columns of pavilions. The trade fair administration is entitled to ban any advertising that does not comply with the above provisions, or more precisely to remove such advertising at the expense of the participant. The participant must not disturb or limit the surrounding exposures by their own presentations. Outside exposures it is possible to place and distribute posters, advertising shields and other promotional devices only at places designated by THEMA: EXHIBITIONS for special fees. THEMA: EXHIBITIONS may ban or restrict presentations if they cause noise, dust, fumes, shocks and disturb the course of the event. Any possible fees for the operation of music production at stands or during another presentation at the fair are secured directly by the participants. The noise level at the border of a fair stand must not exceed 70dB pursuant to the Government Regulation No. 148/2006 Coll., on Health Protection against Adverse Effects of Noise and Vibration, as amended. For music production at the exposition, the participant has additionally an obligation to request the respective collective administrator of copyright (OSA, INTERGRAM) for approval pursuant to the Act No. 121/2000 Coll., Copyright Act, as amended.

**VIII.3.** According to the Act No. 480/2004 Coll., on the Regulation of Advertising, the Exhibitor agrees to receive offers related to their participation in the fair.

**VIII.4.** According to the Act No. 121/2000 Coll., Copyright Act, the participant grants THEMA: EXHIBITIONS consent to the acquisition of audio and video recordings and their disclose in connection with the presentation of THEMA: EXHIBITIONS and/events, at which the participant participated without the entitlement to remuneration.

**VIII.5.** THEMA: EXHIBITIONS is entitled to use text and image submission documents and materials sent by the participant for the purpose of the presentation of THEMA: EXHIBITIONS and/events, at which the participant has participated.

**VIII.6.** Pursuant to the Act No. 101/2000 Coll., on Personal Data Protection, THEMA: EXHIBITIONS as a processor is entitled to process and retain personal data obtained from the participant, in order to duly arrange the event attended by the participant, for which the participant gives their consent.

### **IX. Losses and Insurance**

**IX.1.** THEMA: EXHIBITIONS is not liable to the participant for loss, destruction or any damage to exhibits, equipment and devices of the stand, goods, packaging and packaging material, regardless of whether the destruction or other damage happened before, during or after the event. THEMA: EXHIBITIONS ensures general night security of the exhibition area. In case of alienation from the above stated requirements, the participant is obliged to report this fact to the Police of the Czech Republic; damages are possible only through the insurance company. For this purpose, the participant shall take out insurance of their exhibits, exposition equipment, exhibited goods and material.

**IX.2.** Damage liability insurance shall be ensured by THEMA: EXHIBITIONS on the basis of insurance premium payment by the participant. The participant's insurance is within the scope of liability for damage caused to third parties in connection with their activities, namely for indemnity up to CZK 1 million, with a co-payment of CZK 10,000.

**IX.3.** The participant has the option to order with THEMA: EXHIBITIONS individual security of their exposition.

### **X. Final Provisions**

**X.1.** In the event that THEMA: EXHIBITIONS as a result of non-culpable circumstances (vis major) cannot initiate an event or arrange it taking place in its entirety or part, it shall immediately inform the participant thereof. All obligations arising from the concluded contract of the participant's participation shall cease and the participant is entitled to compensation for the damage incurred in the amount of 80 % of the ordered services.

**X.2.** In the event that THEMA: EXHIBITIONS as a result of the circumstances caused by it will not be able to implement the event or secure its proper course at the venue – Prague Congress Centre – it is entitled to move the event to another venue (presentation area in the territory of the Czech Republic, which will correspond to the meaning and extent of the event), which THEMA: EXHIBITIONS determines. These circumstances shall be notified by THEMA: EXHIBITIONS to participants with the indication of the participant's new exposition site within the new venue. The right to change the venue may be exercised by THEMA: EXHIBITIONS at the latest within two months prior to the planned term of the event taking place. The change of venue does not affect the obligation of the Exhibitor to fulfil the obligations arising from the concluded participation contract.

**X.3.** Any changes and additions to the contractual relationship may validly occur only by written stipulation.

**X.4.** Any entitlements by the participant towards THEMA: EXHIBITIONS must be raised with a responsible employee in writing as soon as the defect has been detected, at the latest on the last day of the event, otherwise the right shall cease.

**X.5.** The participant is entitled to claim as compensation an amount corresponding to a maximum of 100 % of the paid benefits for the lease of the exhibition area as the highest foreseeable damage resulting from the breach of the obligation of THEMA: EXHIBITIONS.

**X.6.** The contractual relations shall be governed by the Czech law.