

## **TERMS OF PARTICIPATION**

Forma Autumn '12, Helsinki Exhibition & Convention Centre 24.-26.8.2012

### **Participation fees:**

- \* Registration fee € 300/company
- \* Space rental € 107/m<sup>2</sup>
- \* Supplement for corner stands and other stands that have less than three walls € 10,7 /m<sup>2</sup>
- \* Registration fees will be charged with a separate invoice. The first part (registration fee) will be charged right after the registration. The due date for the second part (space rental) will be 11 May 2012.
- \* Small Company Package 760 € (includes registration fee, space rental (2 m<sup>2</sup>), walls, fascia, basic lighting, carpet)

Space rental does not include wall constructions, electricity or furniture. Minimum stand size is 4 m<sup>2</sup>.

VAT of 23 % will be added to the rates. Interest of delay is 13 %.

If more than one company exhibit at one stand the sub exhibitors will be charged € 300 + VAT 23 % each if their information is published at the fair catalogue.

### **Invitation Cards and Exhibitors' Passes:**

The exhibitors can order VIP invitation cards at € 15 each (incl. VAT 9 %). Additional cards will be charged for according to the number of ordered cards.

The exhibitors automatically receive Exhibitors' Passes for their stand personnel. The amount of the passes depend on the size of the stand and the amount of co-exhibitors at the stand. Exhibitors can order extra passes at a price of € 15 /pc (incl. VAT 9 %).

NOTE! Exhibitors have no right to sell on any Invitation Cards or Exhibitors' Passes.

### **Retail sale:**

Retail sale is not permitted.

## FORMA MESSUT OY/FORMA FAIR – GENERAL TERMS OF PARTICIPATION

By submitting a signed registration form in writing or electronically, the exhibitor enters into a binding agreement to participate in the event and to abide by Forma Messut Oy/Forma Fair's General Terms of Participation and any supplementary conditions or instructions provided.

### 1. Exhibitors and products

Manufacturers, producers and sellers of the products and services specified in the product groups of the event or their authorised representatives as well as organisations and publishers in the field are eligible to participate as exhibitors. Only products approved by Forma Messut Oy/Forma Fair (hereinafter "the Organiser") may be exhibited. The Organiser shall have the right to remove other items as well as items or services that may cause a threat or inconvenience to other exhibitors or the public.

### 2. Reserving exhibition space

A binding reservation is made by submitting an application form in writing or electronically to the Organiser. Upon approval of the application, the Organiser shall send confirmation to the exhibitor in writing or electronically. The Organiser reserves the right to reject exhibitor applications. The exhibitor shall not have the right to sublet or transfer a stand or part of a stand to another party without the Organiser's written permission.

### 3. Location of stands

The Organiser shall determine the final location of stands, taking into consideration the effective use of hall space, event-specific branch grouping and, where possible, exhibitors' wishes. The Organiser shall have the right to increase or decrease the amount of reserved space by a maximum of 10% without consulting the exhibitor.

### 4. Cancelling participation, decreasing the size of a stand and reversion of the right to use a stand

4.1. The exhibitor shall have the right to cancel his participation or decrease the amount of exhibition space reserved within seven (7) days of receiving confirmation from the Organiser. Requests for cancellation of participation or change of stand size must be made in writing. In the event that the exhibitor cancels his participation or decreases the size of his stand at a later time, the Organiser shall be entitled to collect fees in full as specified in the confirmed reservation.

4.2. The right to use a stand shall revert to the Organiser if:

- the exhibitor cancels his participation; or
- the exhibitor fails to pay participation fees within the due date specified in the event-specific terms of participation; or
- the exhibitor fails to take possession of the reserved exhibition space by noon on the day preceding the opening day unless otherwise agreed; or
- the exhibitor is otherwise in material breach of the terms of participation or any supplementary instructions provided.

In the event that the right to use exhibition space reverts to the Organiser as specified in Section 4.2 herein, the Organiser shall be entitled to collect participation fees in full as specified in the confirmed reservation. In such cases, the Organiser shall have the right to resell the exhibition space or to use it for any other purpose as necessary.

### 5. Stand construction

The exhibitor shall be responsible for erecting, decorating, dismantling, removing and cleaning his own stand as well as waste management. Attaching anything to the ceiling, a pillar or the wall structures of the halls is strictly forbidden. The exhibitor shall be responsible for all supplies and work related to the stand ordered by him and any costs incurred by the Organiser as a result of the stand, including subcontractors, etc. The Organiser shall have the right to collect advance payment for services ordered by the exhibitor. The Organiser shall have the right to limit the size of a stand.

The following shall always be subject to prior approval by the Organiser:

- The placement of any exhibition item weighing more than 1,000 kg;
- Structures and decorations higher than 250 cm;
- The erection of two-storey stand constructions; 50% of the basic rent per square metre shall be collected for floor space on the upper level.

Exhibitors wishing to undertake any of the above measures must apply for approval from the Organiser in writing no later than 45 days prior to the event in question.

### 6. Exhibiting

The following measures by the exhibitor are subject to prior approval by the Organiser:

- Displaying the name of any other party besides the exhibitor, his principals and representatives at a stand. The registration fee or minimum participation fee shall be collected for such a display except in the event that the exhibitor and Organiser have agreed on a joint stand at the time of registration or the event-specific terms of participation specifically allow this practice;
- Distribution of any products or marketing materials other than the exhibitor's own;
- Distribution of any materials or undertaking any other activity outside the boundaries of the exhibitor's own stand.

Stands may not be emptied or dismantled before the start of the official dismantling period. The time for this shall be specified for each event by the Organiser. Any

exhibitor found in breach of this condition shall be charged a contract penalty at the amount of one thousand (1,000) euro.

### 7. Damage and insurance

The exhibitor shall be liable for any damages caused to the structures, equipment, exhibition items and other property in his stand through breakage, theft or other causes.

The exhibitor shall be liable for any personal or material damages which may be caused by his stand's structures, equipment, exhibition items or the exhibitor's or his subcontractor's activities to third parties (such as visitors or other exhibitors), the Organiser, The Finnish Fair Corporation, the exhibition halls or the fair grounds.

The exhibitor shall be responsible for arranging appropriate liability insurance to cover any damage to people or property.

The Organiser shall be liable for the actions of its own personnel and for any damage caused to exhibitors or third parties by the Organiser's equipment or facilities.

### 8. Electricity and electrical work

The exhibitor shall order electricity as well as the necessary installation work for his stand from the The Finnish Fair Corporation. The exhibitor is responsible for electrical equipment brought by him to the stand. Electrical installations at the Helsinki Exhibition & Convention Centre shall be performed by an electric contractor authorised by The Finnish Fair Corporation. The Organiser shall not be responsible for any damage caused by a power outage.

### 9. Security, fire and other safety

The Finnish Fair Corporation shall be responsible for fire security and general order at the Helsinki Exhibition & Convention Centre, but not for any damage to or loss of the exhibitor's goods, structures, etc.

With regard to fire safety and the structures and materials used at the stand, exhibitors must comply with current legislation and decrees as well as the Helsinki Exhibition & Convention Centre security guidelines. Permission must be obtained from the fire department or law enforcement authorities in advance to display any equipment, structures or performances which are subject to permission.

In demonstrating machines and other technical equipment, exhibitors must comply with the provisions of the Occupational Safety and Health Act and the Helsinki Exhibition & Convention Centre security guidelines.

### 10. Passes

The exhibitor's staff and subcontractors must have personal passes provided by the Organiser during construction and dismantling work as well as during the fair itself. Passes must be visibly displayed.

### 11. Force Majeure

The Organiser shall not be liable for delays and damages caused by cancellation or postponement of the event due to Force Majeure. Force Majeure conditions include all circumstances beyond the Organiser's control which the Organiser could not have reasonably anticipated at the time of signing the Agreement and whose consequences the Organiser could not have reasonably avoided or overcome.

Force Majeure conditions include, amongst others, interruptions in general power supply, fire or other event preventing normal use of the fair facilities, natural disasters, earthquake, acts of war or riot. Strikes, lockouts, boycotts and other labour disputes are considered force majeure even when the Organiser itself is the target of or a participant of said actions.

Force majeure conditions affecting a subcontractor hired by the Organiser shall also be grounds for absolution of the Organiser's liability.

### 12. Other terms and conditions

Retailing is forbidden at the fair unless the event-specific terms of participation state the contrary.

Fazer Amica Oy shall have the exclusive right to provide catering services at the Helsinki Exhibition & Convention Centre.

Prices specified by the Organiser are subject to value added tax.

Interest on overdue payments shall be charged at 13%.

The Finnish version of these terms of participation shall take precedence in case of any difference in interpretation.

Any disputes arising from these terms that cannot be resolved through negotiation shall be resolved by the Helsinki District Court. The Organiser shall also have the right to file suit in a lower court in the defendant's domicile. These terms of participation are governed by Finnish law.

### 13. Commitment to comply with the terms of contract

The exhibitor is liable for any indemnities to the Finnish Fair Corporation and to Forma Fair, in case he has not acted under these terms of contract and the terms of participation of the Finnish Fair Corporation. The Finnish version of the terms of contract shall take precedence in case of any difference in interpretation.