

EXHIBITION REGULATIONS 2019

Salon
du livre
Genève

Exhibition Regulations

Book Fair 2019

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ART 1: ORGANISATION

The Geneva Book Fair (hereinafter GBF) is organised by PALEXPO SA (hereinafter referred as the Organiser), company whose goal is to own, to manage and to operate the exhibition and congress centre of Geneva / Le Grand-Saconnex, Switzerland (hereinafter referred as PALEXPO).

ART 2: PLACE, DATE AND OPENING HOURS OF THE EXHIBITION

The exhibition will take place at PALEXPO from Wednesday May 1st to Sunday 5th 2019.

Opening hours (*)

Wednesday May 1st 2019	10h00-19h00
Thursday May 2nd 2019	09h30-19h00
Friday May 3rd 2019	09h30-20h00
Saturday May 4th 2019	09h30-20h00
Sunday May 5th 2019	10h00-18h00

(*) subject to modification

ART 3: EXHIBITION PROGRAMME

3.1 Exhibition programme

The exhibition programme includes:

- Presentation and sale of books, publishing and press products;
- Presentation of graphic art firms;
- Cultural events linked to publishing (literary prizes, the opportunity to meet writers and journalists, signing sessions, etc.);
- Contacts between people in the publishing profession, exchange of rights;
- Schools, universities, institutions of further education;
- Recruitment and placement institutions;
- Student and child support, leisure and extracurricular activities;
- Cultural events with educational purpose (open days, festival, visits, encounters with teachers or professionals, debates, etc.);
- Job offers, interview or employment forums, etc.;
- Encounters between professionals of education.

3.2 Category of Exhibitors

The categories of Exhibitors are the following:

- African Book Fair;
- Association;
- Author;
- Bookseller;
- Cultural institution;
- Distributor;
- Institute;
- Language study holiday;
- Multimedia;
- Online bookseller;
- Press / Media;
- Printer;
- Publishing house;
- School, university, education;
- Other.

3.3 Displayed objects

It is the exclusive right of the Exhibitor to choose the displayed goods (books, periodicals, cassettes, programs, various items). The Exhibitor has to make sure that the displayed objects are conforming to the current laws of Switzerland and the State of Geneva.

The Organiser may request that further information on the intended exhibits be provided. The Organiser has the right to limit the number of exhibits or to refuse some of them without having to state the reasons. Any items which might not have been accepted by the Organiser will not be allowed to be exhibited and the Organiser reserves the right to have them removed from the stand at the Exhibitor's expense (Article 14).

ART 4: APPLICATION FOR ADMISSION – EXHIBITION CONTRACT

4.1 Formalities

Individuals or corporate entities (companies and organisations) who would like to participate as an Exhibitor in GBF 2019 should register by means of the Application Form or on-line on the website.

The Application Form, to which these General Regulations are annexed, must be returned duly completed, signed and dated by the Exhibitor or completed online on the website, before expiry of the deadline for registration indicated on the form and/or these present Regulations.

Returning the Application Form as a hard copy or the online application form in no way constitutes an automatic right to participate in the exhibition. The Application Form will be provisionally registered by the Organiser, who will evaluate it in particular by applying the criteria specified in Article 5 of the present Regulations.

4.2 Legal status of the Application Form

The Application Form has the status of a firm offer to contract by virtue of the signature of the Exhibitor. The online application form has the status of a firm offer to contract by virtue as of the Exhibitor's confirmation of his demand. The Application Form then acquires the status of a contract once it has been registered and confirmed in writing to the Exhibitor by the Organiser (Article 5.4).

By signing the Application Form, or by confirming the online application form, the Exhibitor:

- Undertakes to participate in the exhibition;
- Undertakes to abide by the articles of the present Regulations, the conditions of the Application for Admission, the tariff conditions and any other contractual document which might bind him to the Organiser;
- Undertakes to pay the amounts due (Articles 8.1 and 8.2) even if, for any reasons whatsoever, he subsequently decides not to take part in the exhibition or were to be prevented from doing so. Every subsequent amendment to or revocation of the Application shall be governed by the provisions of Articles 7 and 9 of the present Regulations;
- **Acknowledges that he is personally liable for the payment of expenses incurred by the Organiser or by third parties for equipping his stand or for any other service connected with his participation in the exhibition;**
- Accepts, unless the Organiser is notified to the contrary, that the information concerning his personnel, his company and his visitors may be processed for statistical and promotional purposes by the Organiser or a third party commissioned by him.

4.3 Transferability and sub-letting

Exhibitors do not have the right to transfer or to sub-let all or part of the stand area which they have been allocated. The Organiser may however, upon prior request of the Exhibitor, authorise an Exhibitor to share his stand with one or several co-Exhibitors (see Article 4.4).

4.4 Co-Exhibitors

Co-Exhibitors are deemed to be individuals or corporate entities which appear in some form or another (addresses, objects or physical presence) on an Exhibitor's stand.

Only the main Exhibitor has the right to register one or several co-Exhibitors (Article 4.3).

With the inscription, the main Exhibitor has to communicate the name, the corporate name and the share of the stand of each one of his co-Exhibitors.

The participation of the co-Exhibitors in the exhibition is subjected to the same conditions as those applicable to the main Exhibitors (in particular Article 4.1 and 4.2).

The main Exhibitor is jointly and severally liable, towards the Organiser, for all payments and other obligations of his co-Exhibitor(s).

If the co-Exhibitor is accepted, the main Exhibitor will pay the registration fee payable for his co-Exhibitor(s) as well as any additional expenses (Article 8).

Any provision contained in these Exhibition Regulations and/or in any document or regulation which contains any obligation applicable to the Exhibitor, will automatically apply to any co-Exhibitor, unless otherwise specified.

ART 5: EVALUATION OF THE APPLICATION AND CONDITIONS OF ADMISSION

5.1 Selection criteria

All Application Forms submitted by the different Exhibitors and co-Exhibitors will be examined by the Organiser and the Exhibition Committee, who will make the selection based mainly upon the following criteria:

- Availability of exhibition space;
- The conformity of the exhibited objects and services with the exhibition programme (Article 3);
- The payment of the amounts due (Article 8).

5.2 Conditions of Admission

Only the Organiser shall take the final decision as to whether or not to admit individuals or corporate entities as well as exhibits. It may reject any application without having to state the reasons.

No claims by Exhibitors, co-Exhibitors or third parties regarding the admission or non-admission of individuals or corporate entities, or concerning exhibits, will be admitted.

Special requests concerning the stand location or requests for a competitor to be excluded cannot be accepted as a condition of entry by an Exhibitor.

5.3 Refusal of admission

The Organiser may refuse admission in particular in the following cases:

- If it transpires that the Exhibitor or the co-Exhibitor jeopardizes or risks jeopardizing the smooth operation of the exhibition, the reputation or the material of the Organiser;
- If the Exhibitor or the co-Exhibitor fails to comply with one or more obligation(s) that he has towards the Organiser or a company connected with the latter, notably if he does not meet his financial obligations.

Refusal of admission shall be notified to the Exhibitor or co-Exhibitor in writing, no later than 30 days after receipt of the Application. The Organiser reserves the right to refuse admission at a later date, should further relevant information subsequently become available.

Refusal of admission cannot entail any consequence for the Organiser other than the reimbursement of any sum already paid, with the exception of an amount of CHF 200.- retained by way of a contribution to the administrative expenses. Under no circumstances will the Organiser be liable for any damages whatsoever.

5.4 Admission acceptance

Acceptance of the Application shall be notified by the Organiser to the Exhibitor either by letter or e-mail or by sending the first invoice. This written notification or the sending of the invoice constitutes Organiser's acceptance of the Exhibitor or co-Exhibitor, subject to the effective and full payment of the amounts due to the Organiser (Article 8). Any prior exchange of letters or any documents between the Organiser and the Exhibitor or co-Exhibitor cannot under any circumstances be deemed to constitute acceptance.

Upon acceptance, the settlement of the aforementioned amounts becomes due, and applies even if the Exhibitor or co-Exhibitor should subsequently cancel his participation for any reason whatsoever (Article 7.2).

ART 6: ALLOCATION OF STANDS AND FLOOR PLAN

6.1 Choice of surface and stand location

The Exhibitor expresses his choice of surface and stand location through the Application Form:

- Online, by clicking on the surface module(s) that interest him;
- Hard copy, by mentioning the choice on the Application Form or in a separate letter.

6.2 Allocation of the surface area and the stand location

The Organiser alone is responsible for the allocation of the stand area and its location, taking into account the criteria listed in Article 5.1 and following receipt of the payment (Article 5.4).

The Organiser endeavours to establish a floor plan, taking into account the Exhibitor's wishes regarding the stand surface area and stand location. The Exhibitor's preferences regarding the location are not binding upon the Organiser. The latter reserves the right to move a chosen or allocated site, to modify the dimensions or the configuration of the stands within acceptable limits and to an extent which is compatible with the layout concept and the overall presentation of the exhibition. The Organiser is in charge of defining the proportion (size) of every stand. The exercise of such a prerogative shall not under any circumstances give rise to any compensation whatsoever to the Exhibitor.

The allocation of the stand is notified to the Exhibitor by the sending of the floor plan. It is incumbent upon the Exhibitor to ensure that the location corresponds to that which is indicated on the plan. This indication, valid on the date of drawing up the plan, is given as information and is subject to modifications which may not be brought to the attention of the Exhibitor. The plan is regularly updated in the Online Exhibitor's Manual. The Exhibitor is responsible for checking this type of information.

No later than **ten days** following the notification of the allocated stand position, an Exhibitor may submit any objections he might have, stating his reasons to the Organiser who, after having taken due note of them, shall make a reasoned decision which shall be final and be notified in writing to the Exhibitor. After the ten days, the location is considered as accepted by the Exhibitor.

The Organiser cannot, under any circumstances, book a location or guarantee it from year to year. Moreover, the participation of the Exhibitor in previous editions does not in any way give a right of priority.

6.3 Occupation of the stand

Occupation of the stand area is subject to payment in full of the amounts due (Article 8). Subject to these payments being made, the stand area will be made available to the Exhibitor at the beginning of the official assembly period, whose date will previously have been communicated to him, subject to the Organiser's right to impose shorter time-limits.

ART 7: CANCELLATION OF THE CONTRACT AND REDUCTION OF SURFACE AREA

7.1 Cancellation by the Organiser

Should it transpire that the conditions for admission are not met or cease to be met or should it transpire that admission was granted on the basis of the provision of inaccurate information or data, the Organiser may cancel the Exhibitor or the co-Exhibitor's admission at any time without, in so doing, giving rise to any payment other than the possible reimbursement of the amounts paid, with the exception of an amount of CHF 226.- due by the Exhibitor and of the registration fee of CHF 113.- (VAT excluded) due by every co-Exhibitor, by way of compensation. Under no circumstances may the Organiser be held liable for any damages whatsoever.

The Organiser is not obliged to state the reasons for its decision.

7.2 Cancellation by the Exhibitor

An Exhibitor wishing to terminate the contract binding him to the Organiser must notify the latter in writing.

The Exhibitor, however, is not thereby released from his commitments. He remains liable for:

- The total amount of the Exhibitor's and co-Exhibitor's registration fees as well as the rental price of the stands surface;
- The cost of the installations ordered and already carried out;
- The cost of advertising ordered and already executed;
- Any ancillary expenses.

However, the Organiser may reduce his claims related to the booking to:

- 25 % of the total rental fee, plus any ancillary expenses and any other amounts for which he is liable, if the Exhibitor informs the Organiser before December 31st 2018;
- 50% of the total rental fee, plus any ancillary expenses and any other amounts for which he is liable, if the Exhibitor informs the Organiser before January 31st 2019.

In the event of cancellation **after January 31st 2019**, the total rental cost, plus any other ancillary expenses already incurred, will be charged, regardless of any rental of the stand surface to a third party by the Organiser.

In any case the total amount of the registration fee of both the Exhibitors and co-Exhibitors are due.

In the event that all or part of the surface area left vacant by the Exhibitor is allocated to a new Exhibitor or transferred to an Exhibitor to whom a site had already been allocated (transfer carried out by the Organiser), the Exhibitor who has withdrawn will nevertheless have to pay the total amount of the rental price of the stand surface area plus any ancillary expenses.

Should a co-Exhibitor decide not to participate, the total amount of the co-Exhibitor registration fee is due plus any ancillary expenses.

The Organiser may dispose of a stand that remains unoccupied 24 hours before the opening of the exhibition. The defaulting Exhibitor loses all entitlement to his stand. He is nevertheless liable for the total amount of the rental price of the stand surface area and the ancillary expenses. Furthermore, the Organiser reserves the right to pass on to the Exhibitor concerned the expenses resulting from non-occupation of the stand.

7.3 Reduction by the Exhibitor of the surface area after stand allocation

If an Exhibitor reduces the surface area of his stand after it has been allocated to him by the Organiser, he remains liable for the total amount of the rental price of the exhibition surface area and the ancillary expenses.

Should the Organiser succeed in re-letting the stand area thus left vacant to another Exhibitor who was not yet registered at the date on which the stand area was reduced, the Exhibitor reducing his surface area must pay compensation of CHF 200.- by way of a contribution towards administrative expenses.

ART 8: FINANCIAL CONDITIONS

8.1 Exhibitors' registration fee

The registration fee are

- CHF 226.- (VAT excluded) by stand/Exhibitor;
- CHF 113.- (VAT excluded) for collective stand in the discovery area.

8.2 Rental fee

Rental fee for the bare exhibition surface area (*1):

- Floor area until 31.12.2018 CHF 195.- / m² (VAT excluded) (*2)
- Floor area from 01.01.2019 CHF 210.- / m² (VAT excluded)

For registrations after January 1st 2019, the rental fee for the surface will increase.

The Exhibitor also has the possibility to rent system stands for which the description is at its disposition.

An extra CHF 500.- is required for an island stand.

(*1)The rental fee of the bare exhibition surface area includes:

- The stand surface area (minimum 18 m²);
- Heating, lighting and decoration of the halls;
- The entry in the Exhibitors list;
- General advertising for the exhibition;
- A certain number of Exhibitor passes (dependent upon the size of the stand surface area, according to Article 10.1);
- Free online-invitations for visitors (Article 10.2).

(*2)The rental fee does not include:

- On-stand decoration, fittings, lighting and electricity;
- Raised floors, partitions, fascia board and carpet;
- Stand cleaning;
- Individual insurance (fire, theft, etc.);
- Hiring of handling equipment;
- Parking spaces.

The prices of additional equipment and services are indicated in the Exhibitor's Manual (Article 12).

8.3 Co-Exhibitors' registration fee

The registration fee (*) by co-Exhibitor is CHF 113.- (VAT excluded).

(*)The registration fee for co-Exhibitors includes:

- An entry in the Exhibitors list;
- An inscription on an equipped stand;
- An entry in the official website (Article 15).

8.4 Terms of payment of the various charges

The amounts mentioned in Articles 8.1 and 8.2 must be paid by the following dates:

- The Exhibitor's tax and the 1st instalment of 50% of the total rental fee is payable upon receipt of the invoice, by January 30th 2019 at the latest;
- The balance of 50% is due upon receipt of the invoice, by March 10th 2019 at the latest;
- The co-Exhibitors registration fee is payable as for the Exhibitor's 1st instalment, upon receipt of the invoice, for the January 30th 2019 at the latest.

For the registrations **after January 1st 2019**, the registration fee of the main Exhibitor and the co-Exhibitor or co-Exhibitors, as well as the rental fee for the exhibition surface is due at reception of the invoice.

The supplementary orders placed by means of the order forms in the Exhibitor's Manual will be charged according to Article 9.1.

The Organiser must be in possession of payment or documentary evidence of payment **by no later than the first day of official build-up period**, failing which the Organiser is entitled, without specific prior notice and/or notification to deny the Exhibitor access to the premises or have his stand removed without delay and at the Exhibitor's expense.

ART 9: INVOICES, VAT, PAYMENTS AND COMPLAINTS

9.1 Invoices and terms of payment

The Organiser's invoices are payable, net upon receipt and without discount. Payments must be made in Swiss Francs (CHF) and by payment to the bank account(s) mentioned on the invoices or by credit card.

Expenses relating to the additional services will be invoiced to the Exhibitor prior to, during and after the exhibition. The invoicing system consists of one or more invoices in instalments and a final summary invoice. Each instalment invoice details the provisional status of the orders. The final invoice corresponds to the actual status of the orders and completes the invoicing process.

9.2 Swiss value-added tax (VAT)

The Organiser's services are subject to VAT unless an exemption is granted by virtue of Articles 143 to 150 of the Federal law governing Value Added Tax of September 27, 2009. The services rendered to Exhibitors or co-Exhibitors domiciled outside Switzerland are also subject to VAT, the place of execution of the services (Switzerland) being decisive by virtue of Article 8 al. 2, let. B of the Federal law governing Value Added Tax of June 12, 2009. However, such Exhibitors or co-Exhibitors have the option, subject to certain conditions; of applying for reimbursement of these taxes (see the form in the Exhibitor's Manual).

VAT is applied / payable at the rate of 7.7% (subject to modification).

Unless otherwise specified, the prices quoted in these regulations do not include VAT.

9.3 Failure to observe payment deadlines

The Organiser is entitled to suspend the execution of all its obligations in the event of non-payment, without sending any prior notification.

Reminders shall be invoiced at the rate of CHF 20.- per reminder.

Non-payment by the due date of each invoice shall entail by right the liability to pay interest on arrears at the rate of 5% per annum without any prior notification being required.

In the event of failure to observe the deadlines or to pay the rental price, the Exhibitor shall nevertheless not be released from his liabilities. He shall remain liable for all the items set out in Article 7.2, which includes also the cost for technical installations and/or other services which he has ordered and which have already been executed.

9.4 Complaints concerning invoices

Each complaint concerning an invoice must be lodged **no later than 30 days after the date of invoicing**. Such a complaint does not affect in any way the obligation of the Exhibitor to pay other invoices which are payable at the time of the complaint and do not entitle him to suspend any payment whatsoever to the Organiser or to suspend any other obligation whatsoever towards the latter.

After expiry of this time-limit no complaint will be entertained and the payments shall be due to the Organiser.

ART 10: EXHIBITOR PASSES, INVITATIONS AND ADMISSION FEE

10.1 Exhibitor passes, permissions for mantling/dismantling

Exhibitor passes for stand staff and permissions for mantling/dismantling will be allocated free of charge to the Exhibitor, according to the allocated stand area on the ground. See the Ticketing regulation of PALEXPO SA.

Additional passes may be ordered through the Organiser at a fee. There will be no reimbursement under any circumstances.

Exhibitor passes which are sold or lent will be withdrawn.

The Organiser may at any time request specific information about such staff and the use of Exhibitor badges.

Additional permissions for mantling/dismantling can be ordered from the Organiser.

10.2 Invitations

Free **visitor** online-invitations to the exhibition will be allocated free of charge to the Exhibitor. See the Ticketing regulation of PALEXPO.

These invitations are exclusively at the disposition of clients/visitors and under no circumstances to be used by the stand staff, who has to order Exhibitor passes (Article 10.1).

Additional invitations may be ordered through the Organiser at a fee. There will be no reimbursement under any circumstances.

10.3 Visitors' admission fee

The visitor's admission fee is:

- Classe, per pupil CHF 2.-
- AVS and groups of 20 people, per person CHF 5.-
- Adult (from 26 year old) CHF 12.-

Subject to modification

Lost passes, access badges and invitations will not be replaced under any circumstances.

ART 11: VISAS

Participants attending the event, who require an entry visa into Swiss territory and/or any specific authorisation in connection with the exhibition must undertake the necessary formalities well in advance of their departure for Switzerland. In order to obtain an entry visa into Switzerland, participants should contact the Swiss Embassy or Swiss Consulate in their country of origin.

Exhibitors are also responsible for ensuring that their co-Exhibitors comply with all applicable formalities in particular the consular formalities.

Upon written request, the Organiser will supply a confirmation of participation. The Organiser is under no circumstances liable for any refusal of visas or other authorisation.

ART 12: EXHIBITOR'S MANUAL AND CIRCULAR LETTERS

The Exhibitor's Manual of GBF 2019 will be at: www.palexpo.ch/en/exhibitor-area.

The content of the Exhibitor's Manual may be amended at any time by the Organiser, without prior notice and/or notification. The content of the amended Exhibitor's Manual will be automatically binding upon the Exhibitors and co-Exhibitors as soon as it is made available. The Organiser recommends that the Exhibitors and co-Exhibitors consult the on-line Exhibitor's Manual regularly in order to be informed of any such changes.

The online Exhibitor's Manual, which contains in particular the regulations of PALEXPO SA, newsletters of the exhibition (which are subsequently sent out to Exhibitors), the online shop i.e. the internet selling system of the services provided by PALEXPO SA, are an integral part of the present Regulations.

ART 13: INSTALLATION, DECORATION AND OPERATION OF THE STAND

13.1 Decoration Regulations

Each Exhibitor is required to obtain information on the location, exact dimensions and the options for equipping and fitting out the stand he has been allocated. The boundaries of the stand must not be exceeded under any circumstances.

The Exhibitor must arrange for his stand to be equipped and fitted out himself. He is required to decorate it using **fire-resistant or fire-retardant materials**. As a general rule, all hazardous materials are to be excluded. In the event of loss or damage, the Organiser is entitled to take all necessary measures at the Exhibitor's expense and shall hold the latter liable. Stands under 30 m² must have at least one closed side.

The regulations governing stand equipment and fittings are included in the online Exhibitor's Manual (Article 12).

The sidewalls of the stand shall in no case occupy more than 1/3 of the sides of the stand. Should this be the case, the stand will not be an island but adjacent to another stand and the request should be made in the Application Form.

The Organiser further reserves the right to remove or alter installations which might disrupt the general decoration of the exhibition, neighbouring Exhibitors or the public or which in general, would not conform to the plan submitted previously, at the expense and risk of the offending party.

13.2 Operation of stands

Exhibitors are required to ensure that their stands are permanently staffed during exhibition opening hours. **Stands must not be dismantled prior to the official closing time.**

ART 14: SAFETY REGULATIONS AND SMOKING BAN

14.1 Safety regulations for exhibits

The Organiser reserves the right to verify the safety of exhibits and to ensure that they were mentioned on the Application Form. If necessary, the Organiser reserves the right to remove, at the Exhibitor's expense, any dangerous objects whose admission has not been requested or granted on the required forms, without the latter having any recourse whatsoever against the Organiser or being able to claim any compensation whatsoever.

14.2 Smoking ban

Smoking is strictly prohibited inside the PALEXPO premises.

All users of the PALEXPO site are requested to comply with, and to enforce, the no smoking policy everywhere inside the PALEXPO premises.

Thank you for respecting this legal provision and for including it in all your documents.

ART 15: CATALOGUE AND PRINTED MATTERS

The Organiser has the exclusive right to publish the online catalogue and also reserves the option of publishing other documents.

The catalogue entry is free of charge and is compulsory. Exhibitors and co-Exhibitors are required to supply the information necessary for their registration on the web site.

The Organiser declines any responsibility for entries which contain errors, are incomplete or are not submitted.

The conditions and cost of advertising are specified on the order form.

ART 16: ADVERTISING, PHOTOGRAPHY AND SOUND

16.1 Advertising and distribution of books

All sales promotion activities, surveys and the distribution of advertising material and any other form of advertising are authorised only on the Exhibitor's stand and on the advertising boards or other official advertising panels available for hire from the Organiser.

The Exhibitors and co-Exhibitors should stay on their stand.

It is strictly forbidden to hail and/or approach visitors or other Exhibitors from the common areas of the exhibition (outside your stand). The distribution of promotional material in the exhibition and its immediate surroundings is strictly prohibited – promotional material distributed in this way may be confiscated by the Organiser or the Security department – subject to the subscription of the corresponding offer.

Any false or misleading advertising, of any nature whatsoever, is strictly prohibited and the perpetrator thereof may be expelled immediately from the event (Article 21).

It is forbidden to distribute free books to visitors during the GBF 2019. At the end of the fair, Exhibitors who have books that they would like to donate should contact the organisers of the book collect.

16.2 Sound

At no time will Exhibitors be allowed to broadcast or display messages by using audio-visual material (radio, TV, microphones, etc.), which may be heard by one or more neighbouring stands.

Exhibitors and co-Exhibitors are thus required to submit their audio-visual installation plans for validation, as well as the measures considered necessary to prevent noise pollution.

In case of complaints due to noise, the Organiser may enforce immediate dismantling of the audio-visual installations.

16.3 Photography

The Exhibitor formally authorises the Organiser, free of charge, to:

Photograph and/or film the Exhibitor, the Exhibitor's team and the exhibits on his stand;

Use these images in any medium, notably for promotional purposes in Switzerland and abroad for an unrestricted period of time.

ART 17: OBSERVANCE OF REGULATIONS AND EXCLUSIVITY CONTRACTS

17.1 Observance of regulations

The Exhibitors and co-Exhibitors must comply with the rules and regulations stipulated by PALEXPO SA, and published on the fair's online-Shop.

17.2 Observance of exclusivity contracts

Exhibitors and co-Exhibitors must observe the exclusivity contracts concluded by the Organiser with certain suppliers and service providers, such as:

- Automatic banking facilities;
- Fixed and mobile advertising areas outside and inside the building, including their contents, may not be removed or concealed;
- Handling, loading and unloading of goods as well as the rental of handling equipment.

17.3 PALEXPO Catering exclusivity

Customers must respect the catering exclusivity of PALEXPO as set out below:

Fixed catering facilities and Congress Centre

- a) The operation of the fixed catering facilities is to be conducted solely by “Palexpo Restaurants”, the official PALEXPO onsite caterer, for the permanent bars and restaurants as well as for the Congress Centre.

Mobile catering services in the exhibition halls

- b) Their operation is to be conducted solely by “Palexpo Restaurants” and its approved partners*, namely for:
 - The preparation and delivery of food and beverages to the booths;
 - The temporary set up of restaurants and bars within the exhibition halls or elsewhere on the PALEXPO site.

* You can find the list of PALEXPO SA approved catering Partners by following this link: www.palexpo.ch/en/providers

ART 18: OBSERVANCE OF RIGHTS OF INTELLECTUAL PROPERTY

18.1 Intellectual Property

The Exhibitor and the co-Exhibitor must observe the rights of intellectual property (patents, designs, topographies, copyrights, trademarks, graphic charters, logos, etc.) of other Exhibitors and co-Exhibitors as well as those of the Organiser PALEXPO SA.

Exhibitors and co-Exhibitors are particularly bound to observe the use of the trademark, the graphic charter and the logo of the GBF 2019 exhibition.

By submitting the Application Form, the Exhibitor agrees to submit, during the entire duration of the GBF 2019, any dispute, claim or complaint related to the goods exhibited based on intellectual property rights protected in Switzerland (with the exception of patents) to the “Palexpo Fast-Track Intellectual Property Dispute Resolution Procedure”.

See www.palexpo.ch/en/exhibitor-area for the “Fast-Track Procedure”.

The “Fast-Track Procedure” has been developed in collaboration with the WIPO Arbitration and Mediation Center. Its purpose is to protect exhibitors against counterfeit products.

ART 19: DATA PROTECTION

19.1 Applicable regulation

Each of the Exhibitors declares, by delivering the Admission Request to the Organizer, that him/her/itself and each of his/her/its potential auxiliaries (irrespective of the qualification of the legal relationship between them), comply with all applicable regulations concerning data protection, including in particular the Federal act on data protection and, as applicable, the General Data Protection Regulation.

19.2 Authorization of data processing

Each of the Exhibitors declares, by delivering the Admission Request to the Organizer, that he/she/it accepts that all data, including personal data, that he/she/it transfers, including data which have been transferred and data that will be transferred, to the Organizer, in the context of the contacts with the latter (hereafter: the Data), can be processed by the Organizer for statistics and promotional activities (including for marketing purposes). Accordingly, each of the Exhibitors authorizes the Organizer to process the Data for such purpose, it being specified that such authorization is also valid for any entity of the group to which the Organizer belongs as well as any third party which may be requested to provide assistance to any of the Organizer and/or the group entities in order to process all or part of such Data according to the foregoing.

In addition, each of the Exhibitors specifically authorizes any relevant administrative measure (including reporting and verification measures), in Switzerland and/or abroad, in connection with the transfer and/or processing of all or part of the Data.

19.3 Data content

Each of the Exhibitors declares, by delivering the Admission Request, that all the Data that he/she/it transfers, including for the avoidance of doubt data which have been transferred and data that will be transferred, to the Organizer, in the context of the contacts with the latter, are true and accurate.

In addition, by delivering the Admission Request, each of the Exhibitors declares that any potential Data content that he/she/it transfers, including for the avoidance of doubt data which have been transferred and data that will be transferred, to the Organizer and which may concern third parties (such as auxiliaries of the relevant Exhibitor or any other third parties such as visitors) can be processed in accordance with Article 19.2, it being specified that the relevant Exhibitor has taken all necessary measures in order to ensure that all such Data which would concern third parties can be transferred to the Organizer and processed in accordance with these Regulations.

For the sake of clarity, it is specified that none of the Organizer or the Exhibitors will exchange and/or process Data which would be qualified as sensitive personal data and/or personality profiles in this context. Any processing of sensitive personal data and/or personality profiles shall previously require a written agreement and specific measures to be adopted to ensure the conformity with the legal situation.

ART 20: RESPONSIBILITY AND INSURANCES

20.1 Responsibility for exhibits – sales promotion activities – operation of stands

The Organiser does not accept any obligation to protect exhibits and stand equipment or fittings and refuses to accept, without prejudice to art. 100 paragraph 1 of the Swiss Code of Obligations, any liability for loss or damage, either during the time for which the objects are on the PALEXPO site or during carriage thereof.

The Organiser also refuses to accept any liability for any damage resulting from sales promotion activities and presentations given by the Exhibitor and from the operation of the stands.

20.2 Liability for auxiliary staff

By virtue of article 55 and article 101 of the Swiss Code of Obligations, the Exhibitor is responsible for damages caused by his suppliers, stand builders and other agents.

20.3 Insurances

It is compulsory for each Exhibitor to be insured against the risk of fire. If he cannot prove in writing that he holds such insurance cover, he must take out insurance against this risk.

Furthermore, Exhibitors are also strongly recommended to insure their exhibits, as well as their stands and their equipment and fittings, against damage and loss during the exhibition and during carriage.

Exhibitors are liable for any damage caused to other stands, the exhibition installations, to the person and property of other parties, including the Organizer, whether the damage has been caused, in any manner whatsoever, through their own fault or by a third party commissioned on their behalf.

All risks are entirely the responsibility of the Exhibitors, who will be able to take out individual insurance policies if they consider it necessary (third-party liability for damage caused to third parties and premises, accidents, theft, etc.).

The Organiser declines any liability for the loss or disappearance of, damage to or theft of goods and exhibits in any circumstances and at all times.

ART 21: EXPULSION

Any breach of one of the clauses of the present Regulations and/or to the instructions and provisions of the Organiser may entail the immediate, temporary or definitive expulsion of the offending Exhibitor, without prejudice to any other sanctions or liabilities incurred by him and without his being able to claim any reimbursement or compensation whatsoever.

The expelled Exhibitor remains liable for the payment of the amounts due (Article 8), for all the expenses already incurred, plus all the ancillary expenses. The same applies to co-Exhibitors.

The Organiser will then be able to dispose of the stand site thus vacated as it thinks fit.

ART 22: FORCE MAJEURE

For imperative reasons or in the event of force majeure (*), the Organiser is entitled to postpone the holding of the exhibition, to shorten or extend its duration or to cancel it without the Exhibitors being entitled to withdraw or to claim any compensation.

In the event of cancellation by the Organiser for cause of force majeure, the rental price of the exhibition surface area remains due up to the amount which corresponds to the expenses incurred by the Organiser. Any remaining funds available, if applicable, will be reimbursed to Exhibitors after the deduction of expenses. Conversely, Exhibitors may not claim any compensation for the failure to hold the exhibition.

Any cancellation by an Exhibitor for cause of force majeure (*) must be notified in writing to the Organiser as rapidly as possible, mentioning the existence of the impediment and its consequences upon his ability to take part.

If the Exhibitor is prevented from taking part due to force majeure, the cost of the surface area rental will be reimbursed as well as the other costs to which he is committed, subject to the retention of any registration fees or other fees for services already provided by the Organiser.

(*) Force majeure cases: any external, unforeseeable and extraordinary event, independent of the will of the parties, beyond their control and unable to be prevented by the parties, despite all possible reasonable efforts to the contrary such as, for example, unforeseeable political, natural, economic or health-related events. Influenza epidemics or any other difficulty of a public health nature are not considered to be a case of force majeure, except in the case where the event is forbidden from taking place by a decision from the authorities.

ART 23: CANCELLATION OF THE EXHIBITION

In the event that the Organiser should decide not to hold the exhibition for any reason whatsoever but which does not constitute a case of force majeure, the Exhibitor shall be only entitled to reimbursement of the instalments and invoices already paid, without the Exhibitor being able to claim any entitlement to any compensation whatsoever owing to the failure to hold the exhibition.

ART 24: EXHIBITION REGULATIONS

Should the content of the present Exhibition regulations give rise to divergent interpretations, the French-language version would be the authentic text. All verbal agreements, individual authorisations and special regulations require written confirmation by the Organiser. The Organiser reserves the right to enact special regulations which will take precedence over the present Exhibition Regulations.

ART 25: SETTLEMENT OF DISPUTES

In the event of a dispute and prior to any procedure, the Exhibitor or the co-Exhibitor undertakes to submit his complaint to the Organiser before the closure of the exhibition. The Organiser will make a decision together with the Exhibition Committee.

ART 26: APPLICABLE LAW AND LEGAL JURISDICTION

Any and all relationship between the Organiser and any Exhibitor or co-Exhibitor in connection with the exhibition is submitted to Swiss law.

For any dispute not able to be settled amicably, the parties acknowledge the exclusive competence of the courts of the Republic and Canton of Geneva, subject to an appeal to the Supreme Court (Tribunal fédéral).

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The original French text of the present Regulations shall be the legally binding version.

Geneva, July 2018