

# GENERAL TERMS AND CONDITIONS OF PARTICIPATION

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

The present standard 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 SALONS DU TOURISME event and/or DESTINATIONS NATURE event (hereinafter referred to as the "Event") organised by COMEXPOSIUM (register under the number RCS Nanterre 316 780 519, a SAS with a capital of 600 000 000 whose registered office is located at 70 avenue du Général de Gaulle 92058 Paris La Défense cedex , (hereinafter referred to as the "Organiser") at the exhibition centre :

Lille - Tourissima 29-31 January 2021 - Lille Grand Palais  
Lyon Mahana 5-7 march 2021 - Halle Tony Garnier  
Paris Salon Mondial du Tourisme and Destinations Nature 18-21 march 2021 - Porte de Versailles (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 Event, as well as all the information concerning the details of the Exhibitor's participation in the Event, available in the "Practical Information" section of the Exhibitors' Space which can be accessed from the Event's website (hereinafter Contractual documents), and undertakes to accept all the clauses thereof, without reservation or restriction.

Admission to the Event 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 regulations and/or relating to personal and property safety will have immediate effect, without the need to sign any document on the subject.

In the event of modification of the dates and/or the site hosting the Event, determined by the Organiser for any reason whatsoever, or of any change to these Terms and Conditions which do not have immediate effect as set out in the above paragraph, the Exhibitor will be notified of that 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 15 days of the said notification, the Exhibitor will be considered as having accepted the new dates and/or site hosting the Event, or the amended version of the Terms and Conditions.

Furthermore, it is expressly stated that under no circumstances shall an admission to the Event oblige the Organiser to admit the Exhibitor to any future Events or any other events organised by the Comexposium Group to which the Organiser belongs and shall not confer upon the Exhibitor any booking rights or priorities.

### Specific information

Due to the epidemic of Covid-19 and any possible mutation of it, we draw your attention to the fact that the Organiser may have to cancel the holding of the Show or to postpone it to another date in order to respond to the recommendations of health and government organizations. In such a case, the Organiser will notify the Exhibitor of its decision to cancel or postpone without delay. In case of cancellation, there will be no damages and the sums collected by the Organiser will be returned to the Exhibitor; which the Exhibitor expressly accepts and recognizes. If the show is postponed to a later date, the contractual conditions will be maintained for the new dates, without possibility of withdrawal for the Exhibitor as an exception of article 1§5 of the General Terms; which the Exhibitor expressly accepts and recognizes

## 2. COMMITMENT - ADMISSION

All applications to the Event are strictly personal to the Exhibitor. All applications to the Event are subject to a prior examination by the Organiser which 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 Event,
- the match between the products or services offered by the applicant and the positioning of the Event,
- the neutrality of message that the applicant could deliver at the Event.

All proselytising and/or militarism that could interfere with the smooth running of the Event is strictly prohibited.

Applications 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 participate to the Event, 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 will provide the Exhibitor with a stand that matches the characteristics indicated by the Exhibitor in its application and will supply the additional services requested in that application, without prejudice to the provisions set out in Clause 10 below,
- the Exhibitor commits to pay the amounts indicated in its application and will comply with to the Contractual documents.

Except if the Exhibitor cancels its participation consequently to a modification of the dates and/or site hosting the Event in the manner and within the period indicated in article 1, the Exhibitor may not cancel its participation in the Event for any reason whatsoever, including in the case of a disagreement on the space allocated to it in accordance with Clause 10 below.

In the event of rejection of the application, the Organiser will, as applicable, refund the amount of 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 stands.

## 2A - "REBOOKING" SPECIFIC PROVISIONS

Exhibitors Event who have sent to the Organiser their request to participate in the next edition of the Event before April 14<sup>th</sup> 2020 (hereinafter "First-registered Exhibitors") will, in the event that their participation request is accepted by the Organiser, benefit from the following provisions:

- ✓ By way of derogation to the provisions of article 8 "Termination clause - Penalty clause" below, First-registered Exhibitors that cancel all or part of their participation by sending written notification to the Organiser before April 14<sup>th</sup> 2020 will not be liable for the payment of any sums related to their cancellation;
- ✓ By way of derogation to the provisions of article 4 "Payment methods" below, the first payment (deposit) will only be due from April 14<sup>th</sup> 2020 ;

- ✓ By way of derogation to the provisions of article 10 "Assignment of spaces" below, First-registered Exhibitors who participated to the previous edition and who would like to keep the same space occupied at the previous edition (the surface area should be the same), will be assigned the same space

## 3. INVOICING TERMS

All prices stated on the Organiser's documentation and on the Event'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.

## 4. 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 Event 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 Event opens, and in all instances, payment must be received by the Organiser at least two (2) days before the Event 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.

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

The Event website is protected by a secure payment system and the Organiser has adopted the ATOS SSL 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.

## 6. 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 4 "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 on or before the date indicated on the invoice. Stands will only be made available to Exhibitors once full payment has been received.

## 7. 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 excd. 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.

## 8. TERMINATION CLAUSE - PENALTY CLAUSE

8.1 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 8.1 to the Exhibitor by any written means, when the breach remains unresolved.

If the Exhibitor expresses the intention of cancelling its participation to the Event, 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 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 under this clause, the Exhibitor may pay the full price of its participation in the Event, in the name of this penalty clause. Consequently, the amounts previously paid will definitively remain the property of the Organiser and any outstanding amounts will immediately fall due.

8.2 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 Event opens to the public, regardless of the reason,
- in the event of the Exhibitor's registration less than thirty (30) days before the Event opens, if the payment stipulated in Clause 4 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 Event opens), regardless of the reason.

In the cases mentioned in article 8.2, the consequences of termination will be the same as those provided by article 8.1.

## 9. INSURANCE

### 9.1 Automatic insurance

The Organiser recommends that the Exhibitors subscribe to the insurance policy for the Exhibitors underwritten by COMEXPOSIUM ASSURANCES. This insurance policy includes cover for damage to any property belonging to an Exhibitor that subscribes to the policy through the registration form. The cover limits are set out in the insurance regulations attached to the

registration form and are subject to any changes that may be made to the terms and conditions of the policy.

By subscribing to the insurance policy as set out in the attached insurance regulations, the Exhibitor shall adhere to the insurance agreement underwritten by COMEXPOSIUM ASSURANCES.

### 9.2 Additional insurance

Upon request made to the Organiser, the Exhibitor may -

- a) In respect of damage to goods/property: subscribe to additional coverage for amounts beyond that offered by the principal policy, in return for the payment of a premium that shall be calculated according to the amount of the extra coverage.
- b) For plasma screens: subscribe to a specific policy.

**9.3 The automatic insurance policy does not include cover for the Exhibitor's civil liabilities 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).

### 9.4 Waivers

All Exhibitors, by virtue of their participation in the Exhibition, are deemed to have waived all their rights and those of their insurers to take action against the Organiser, the company managing the site where the event shall take place, and their respective insurance companies, for any damage whatsoever caused either directly or indirectly to its goods and/or property or the goods and/or property of its employees.

Other than in the event of a malicious act, it is hereby expressly stipulated that on the basis of reciprocity, the company managing the site where the event shall be held, the Organiser, and their respective insurance companies, waive all recourse against the Exhibitor and its insurer for any damage caused to their goods/property/materials for which the Exhibitor would otherwise be liable.

## 10. ALLOCATION OF STANDS

The Organiser will draw up an Event floor plan and allocate stand areas as applications are received, taking into account the Event'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 Event, 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 Event'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.

## 11. 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 has been allocated without prior written agreement from the Organiser stating its partners (co-exhibitors, corporation individual...). 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 Event.

## 12. 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 Event, 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 Event. 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 Event's organisation.

### b) Damage

To optimise the safety of people and property during the Event, 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

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pay the price of the service without COMEXPOSIUM 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 of 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 Event opens to the public.

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

### 13. 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.

### 14. 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 Event'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.

### 15. ILLICIT TICKET TOUTING

The act of offering for sale or vending with the intention to sell or transfer or supplying with the intention to sell or transfer any Event 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).

### 16. INVITATION CARDS

The copying or re-sale of invitation cards is strictly prohibited and shall be subject to prosecution and other sanctions.

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.

### 17. DEMONSTRATIONS AND OTHER EVENTS

#### a) Demonstrations

Demonstrations may only be held at the Event 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, Events 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 Event and, more generally, with the proper running of the Event. Failing this, approval may be revoked without warning.

### 18. ADVERTISING

All advertising using sound or lighting must comply with the Event'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 Event and, more generally, with the proper running of the Event. Failing this, approval may be revoked without further warning. Distribution of brochures, vouchers and other printed matter intended to redirect Event 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.

### 19. 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 actions must be in compliance with current legislation.

The Exhibitor will explain to consumers that any purchases made at the Event, other than those subject to a consumer credit agreement (Article L312-16 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 Event, 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 Event, 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 Event in favour of the Exhibitor.

The Exhibitor is obliged to ensure that any agreements it enters into with visitors to the Event 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.

### 20. 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 Event.

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.

### 21. DISPLAYING PRICES

Prices must be Event inclusive of all taxes and in the French language, in accordance with current applicable legislation, and must be clearly displayed to ensure the public is well informed. Any price reduction announcements (discount, rebate or cashback offer) through labelling, marking or display must comply with all current applicable legislation and regulations relating to the advertising of prices to consumers, and may only appear on small posters within the stand area. The maximum size of any such posted notices is 30 cm x 20 cm.

### Event/Event

### 22. SACEM DECLARATION

Exhibitors wishing to play music at their stands must give the Organiser prior written notice of the same. Furthermore, the Exhibitor is exclusively liable for complying with intellectual property laws relating to the playing of music. Thus the Exhibitor shall make any necessary declarations relating to the playing of music to SACEM (the French collecting society) and hereby undertakes to make any requisite payments.

The Exhibitor holds harmless the Organiser against all claims and/or actions brought by a third party as a consequence of the Exhibitor's failure to meet its obligations.

### 23. 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 is signed,
- 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 Event 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 Event, must advise the Organiser of this in writing before the beginning of the Event.

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

### 24. CATALOGUE

Only the Organiser is authorised to publish, have re-published and distribute the Event 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.

### 25. PRACTICAL INFORMATION

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

### 26. CANCELLATION OF THE EVENT DUE TO A FORCE MAJEURE EVENT

In the event that the Organiser cancels the Event due to a force majeure event as recognised by French jurisprudence, the Organiser will immediately notify the Exhibitors.

If this occurs, the Organiser shall not be held liable for any loss or damages but shall return to the Exhibitors any amounts paid to it by them.

Force majeure events include:

- > events described as such in article 1218 of the Civil Code,
- > events that render the Site's operation impossible, regardless of the cause, and listed exhaustively below:
  - fire, explosion, flood, storm, lightning,
  - deterioration of technical equipment resulting in it being impossible to operate the Site,
  - decision by a government authority to close or requisition the Site.

### 27. PERSONAL DATA

The Organiser, as data controller, processes the Exhibitor's personal data in order to manage its application to participate in the Event 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 Event 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 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 COMEXPOSIUM Salons du tourisme, 70 avenue du Général de Gaulle - 92 058 PARIS LA DEFENSE Cedex or by email at [privacy@comexposium.com](mailto:privacy@comexposium.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 Event's business assets.

It is expressly agreed that this transfer and substitution will not alter the application to participate in the Event, 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 Event 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 Partner do not reach an agreement, the dispute will then fall within the exclusive jurisdiction of the courts of Nanterre.

Participation in the Event 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 Event by the Organiser regarding any partial or complete failure by the Exhibitor to carry out any provision(s) set out in these Terms and Conditions 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 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.

## GENERAL TERMS AND CONDITIONS OF PARTICIPATION

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

### SPECIFIC REGULATION

#### 1. SUBSCRIPTION TO THE SPECIFIC REGULATION TRAVEL AGENCIES - TOUR OPERATOR - RECEPTIVE TOURISM AGENCIES

The present specific regulation shall apply to all of the following exhibitors TRAVEL AGENCIES - TOUR OPERATOR - RECEPTIVE TOURISM AGENCIES (hereinafter referred to as the «Exhibitor(s)») who apply for the Salons du Tourisme and/or Destinations Nature (hereinafter referred to as the «Exhibition») organized by COMEXPOSIUM. Within his Application Form, the Exhibitor accepts to read and to acknowledge the present Specific Regulation.

The validation of the Application Form and the admission of an exhibitor to the Exhibition imply his consent, without restriction or reservation, to the present Specific Regulation.

#### 2. ADMISSION

The Application Forms are submitted to a prior assessment. In particular, will be analyzed and verified the possession of a registration at ATOUT France, or the right to be a free services provider for an European Operator, which constitutes a prerequisite condition for all sales of provisions within the territory of France. Receptive tourism agencies from other Member States of the European Union shall justify having requested ATOUT France for a temporary authorization.

It constitutes a formal requirement that will allow the receptive tourism agency to propose offers to visitors. If it does not have the formal requirement, the rule which provides the prohibition to sell will be strictly applied.

#### 3. REGULATION

The Organizer is part of the fight against the illegal exercise of travel sales without registration, and undertakes to enforce a fair competition between the Exhibitors, in compliance with the regulations in force.

The Organizer will not permit any misunderstanding or risk for consumers who have not been warned. This one must benefit from the protection of the French legislator, in particular regarding financial guarantee and professional civil liability. The Exhibitor will necessarily have to prove a registration as a travel agency or as a free services provider for an European operator. Without registration, an operator will only and exclusively be able to promote to its region, its country or its brand, and commits to be submitted to a formal prohibition to sell.