

CONFERENCE & FAIR

25-27 OCTOBER 2023

VIENNA, AUSTRIA



EXHIBITION TERMS & CONDITIONS

EXHIBITION SET-UP, DISMANTLE

SET-UP FOR EXHIBITORS 26th October 2023, 14:00 - 18:00
DISMANTLE FOR EXHIBITORS 27th October 2023 16:00 - 20:00

EXHIBITION REGULATIONS

WE regulations are designed to ensure that all stand exhibits comply with current legislation.

- Water displayed and dispensed must have been bottled in compliance with WE regulations. Bottlers who exhibit must have current approved licences and permits.
- Electrical, mechanical or hydraulic equipment must have the appropriate and valid safety and conformity certificates.
- Materials used with food products must comply with the relevant European Directives for use in contact with food.
- Water coolers and dispensers exhibited are required to have been tested according to the WE sanitary protocols.
- Certificates of Compliance to WE approved standards must be available for inspection prior to the opening of the event.

EXHIBITION TERMS AND CONDITIONS

1. Event

Idea & Marketing is the Organiser of the 2023 Watercoolers Europe Conference & Fair that will take place in Vienna, Austria from 25th-27th October, 2023 in the INTERCONTINENTAL VIENNA. WE hereby asserts that the Organiser is the institution authorised to undertake any action connected with the planning, administration and organisation of the 2023 Watercoolers Europe Conference & Fair in Vienna.

2. Participation

The Organiser shall determine and enable exhibitors to participate in the Event and shall establish the list of exhibitors. An exhibitor may exhibit solely and exclusively the equipment and products that are manufactured or designed by them, or for which they are an agent or distributor; otherwise, they must attach a list of brands whose products they intend to exhibit or whose services they intend to present on their application form. After examining each application, the Organiser may permit products or services to be exhibited that are not directly connected with the theme of the Event but may be of benefit to the Event. Retail sales are prohibited during the course of the Event. Each exhibitor shall exhibit the products and equipment in pursuance of the law and regulations European. Moreover, each exhibitor shall be legally bound to refrain from conducting any advertising campaigns that are misleading or that constitute unfair competition.

3. Registration

All applications must be made on the official "Exhibition Stand Application Form" released by the Organiser. A Deposit of €1,700 must be received by the due date advised by the Organiser. If the Deposit is not received by the due date then acceptance by the organiser is considered null and void. Submission of the Application Form does not guarantee acceptance of the application. Amendments and decisions made by the exhibitor are not binding on the Organiser or Watercoolers Europe unless confirmed in writing by the Organiser. Only the written acceptance of the Organiser and payment of the Deposit shall constitute a valid agreement between the parties. The information contained in the Application Form shall constitute an integral part of the Event conditions.

4. Registration Confirmation and Payment of Stand Rental Fees

Receipt of the Application Form will be confirmed in writing by the Organiser and is valid solely and exclusively for the exhibitor named therein. The Agreement between the Organiser and the exhibitor shall take effect solely and exclusively upon receipt of written confirmation thereof and the payment of the Deposit of €1,700. The Organiser shall be responsible for the entire course of the Event and for the spatial allocation of stands after verifying the Application Form. The Organiser retains the right to reject an application if it considers such action is justifiable. The exhibitor does not possess any lawful guarantee that his application will be accepted. The Organiser reserves the right to revoke the acceptance in the event of an exhibitor providing false information, or if an exhibitor no longer possesses the appropriate qualifications including Membership of the relevant category of Watercoolers Europe. The exhibitor shall receive an Offer for the stand and rental thereof together with the letter confirming acceptance of the application thereof subsequent to receiving of the Deposit of €1,700. The balance of the stand rental shall be paid by 31st August 2023. If the payment is not effected before the due date, the Organiser shall be entitled to terminate the Agreement, revoke the confirmation of acceptance, rent the stand to a different exhibitor or seek compensation for the non-fulfillment of the conditions of the Agreement. The stand price shall include the statutory Value Added Tax in effect at the time of the final invoice, or payment thereof which ever is later.

5. Stand Allocation and Changes

The exhibitor shall receive a detailed exhibition floor plan after receipt and acceptance of their application form. The Organiser shall be responsible for allocating the stand

space according to the theme and layout of the Event, taking into account as far as possible the wishes expressed by the exhibitor, the nature of the products and/or services rendered. Stand locations shall not be allocated solely on the basis of the instructions in the application forms. Should the exhibitor fail to submit the stand arrangement plan to the Organiser by 31st August 2023, the Organiser shall divide the stand area according to a typical open stand design. The Organiser may permit several neighbouring stands to be connected to one another. If the designs submitted by the exhibitors require more materials and/or labour than a typical stand, the Organiser shall charge the exhibitor with the additional costs. The maximum stand height shall not exceed 250 cm. All amendments connected with a reduction of the requested floor space and changes in the stand fittings may be made no later than 31st August 2023. Any exhibitor constructing their own stand shall provide the Organiser with the architectural design no later than one month before the start of the Event. The Organiser is entitled wherever necessary to modify the size, shape and location of the stands. The exhibitor shall be immediately notified of any changes in the location or shape of the stand. Should any modifications be made, the surcharges shall be reimbursed or invoiced to the exhibitor. If the modification is deemed unacceptable by the exhibitor, the exhibitor is entitled to raise objections within three days of receiving notice. Neither party is entitled to pursue any claims in this respect. In addition, the exhibitor shall accept that the location of the other stands at the opening of the Event may differ from the original allocation of stand sites. The exhibitor may not exchange the stand site allocated to them with other exhibitors or transfer it to a third person in part or in full without the explicit consent of the Organiser. The exhibition floor plan given to the exhibitor shall specify the location of the stand as precisely as possible. The exhibitor shall be responsible for verifying the conformity of the layout plan of the allocated space prior to assembly of the stand. The Organiser shall not be liable for any differences between the characteristics of the stand presented on the layout and its actual size and appearance. The layout presents the general location of the other stands in relation to the site allocated to the exhibitor. The layout, valid on the date of its drawing up, is given for information purposes only and is liable to modifications that do not have to be communicated to the exhibitor.

6. Assignment / Sub-letting

Without the prior written consent of the Organiser, an exhibitor shall not transfer, sub-let or share, with or without payment, all or part of the stand location allocated to them within the Event. Exhibitors may be granted the right to exhibit a group presentation, providing each of them submits a prior request to the Organiser for the approval thereof and signs an application for joint participation.

7. Price

The price of the stands space is specified by the Organiser and may be amended by the Organiser if there is a modification in the constituent component rates, including, but not limited to, changes in the cost of materials, labour, transport and services as well as tax and social charges.

8. Withdrawal of Application

The exhibitor is entitled to withdraw his application up to the time of its acceptance. A handling fee of €200 plus the statutory VAT shall be payable in this event. Once the registration is confirmed, the exhibitor may no longer withdraw his application or reduce the size of the requested stand. If the exhibitor withdraws from participating in the Event, they shall be required to cover all the costs of participation and other expenses incurred on account of this. If the exhibitor resigns from participating in the Event and warrants that the stand area allocated to them will be taken over by another exhibitor, they shall be required to effect payment of a fee of 50 % of the amount due for the stand rental fee.

9. Postponement or Cancellation of the Event

The Organiser retains the right to postpone, shorten, temporarily or fully close or cancel the Event should the appropriate circumstances arise requiring such a decision to be taken. In the event of a postponement of, or change in, the duration of the Event, the exhibitor's registration remains valid for six months. The Organiser shall also be entitled to cancel or shorten the planned exhibition in the event of insufficient interest on the part of those invited to the Event.

10. Stand Assembly and Design

In taking over the stand area, the exhibitor implies acceptance of the existing circumstances. The stand must be constructed in compliance with the building, fire and other public safety regulations as well as the in-house rules and regulations and exhibition conditions of the Lessor of the Event venue (INTERCONTINENTAL VIENNA). The exhibitor is required to comply with all technical instructions issued to them with the letter of confirmation, which is available from the Organiser. Where necessary, a special permit must be issued by the building administration. The Organiser accepts no responsibility with regard to guaranteeing that the mentioned provisions are complete and true. It is the responsibility of the exhibitor to conduct a prior inspection of the Event area allocated to them in order to ascertain its suitability for the intended purpose. The exhibitor is free to decide on the internal design of the stand but it must be in compliance with the overall exhibition plan. The Organiser shall be entitled to

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dispose of stand areas that are not assembled or occupied or contain an assembled stand in the designated time. Any exhibitor violating any of the provisions shall not be entitled to pursue claims for, or reimbursement of, the stand rental. If any exhibitor requires more time to assemble his stand than had been foreseen, the Organiser may grant special permission to extend the stand assembly deadline. The stand must be properly equipped and staffed with qualified personnel for the entire duration of the Event during the specified opening times. Fixing exhibits on walls and ceilings of the stand shall be made in concordance with the methods accepted by the constructor of the stand. Nothing shall be screwed, hammered in or glued to the walls of the stand. It is absolutely forbidden in all the interiors where the Event is held to screw, hammer in, glue or lean any objects against the walls or other permanent construction elements of the building. All repairs and modifications in the form of removing or adding materials used for the stand construction shall only be made with the express prior consent of the Organiser and when there are no visitors on the Event premises. Construction of the stands at the Event shall only be performed by companies that signed the Cooperation Agreement with the Organiser. In the event of booking a space-only stand, the exhibitor shall carry out all electrical fittings themselves. The Organiser shall carry out the technical acceptance of the electrical fittings after the exhibitor delivers the neutral earthing protocol to the Organiser. Should the exhibitor fail to present this protocol, the Organiser shall carry out the neutral earthing protocol and shall charge the exhibitor with the costs incurred. Additional light sources and sockets may be installed upon prior written order submitted to the Organiser. Electrical energy exceeding 1.5 kW shall be calculated according to the exhibitor order and charged against the exhibitor pursuant to official electricity rates. Floors shall be covered with trade fair carpeting or boards, to prevent damage to existing floor. All stands shall comply with low voltage electricity regulations, and be protected by differentials and thermomagnetic switches. The electric cable supplying each stand with electricity shall be taken from the panels distributed throughout the hotel facilities. All electric connections shall comply with the established regulations and connections must remain within connection boxes. The exhibitor is liable for the extension cords and three-phase plugs required by the stands. They may be requested from the Organiser 15 days in advance for payment in cash. Should the power required exceed 1.5 kW, a plan must be presented and approved, all of which shall be charged to the exhibitor's account. The exhibitor shall ensure that, once the dismantling process is completed, the facilities are in good condition. The exhibitor shall be responsible for the removal of wood, carpets and all excess assembly material. One month prior to the Event, the exhibitor shall provide a diagram with the distribution of the stand, to be approved by the Organiser staff member responsible for technical aspects. The employees of the different assembly companies involved shall be duly identified. When requested by the Organiser, they shall present proof of social security payment. Smoking is strictly forbidden in the Conference & Fair. The installation of posters, both indoors and outdoors, shall be charged to the exhibitor's account. All articles exhibited on the stands shall be the exhibitor's liability. Furniture and other accessories associated with stands shall be charged to the exhibitor's account.

11. Dismantling of Stands

The dismantling of stands prior to the official close of the Event is prohibited. Exhibits that are not dismantled by the end of the designated dismantling period may be removed at the exhibitor's risk and expense. The packaging, transportation and disassembly of the stand construction costs shall be charged to the exhibitor. The cost of repair of any damage to the exhibition floor space shall be covered by the exhibitor and may be performed only by the company authorised by the Lessor under the explicit instructions of the Lessor. Objects on exhibit or other items that have been brought in must be removed immediately following the end of the Event. If the exhibitor fails to do so, the Organiser may remove and store such at the exhibitor's expense. If the objects remain in the room used for the Event, the Organiser may charge a reasonable compensation for use for the duration of the retention of the room.

12. Special Authorizations

The installation of any machines, equipment or structures that require the space allocated to another exhibitor to be used may only be conducted with the authorization of the Organiser and on the date fixed by the Organiser.

13. Exhibition Items

The exhibitor shall be responsible for all actions connected with the transport and collection of goods. The exhibitor shall act in accordance with the instructions of the Organiser concerning the delivery and dispatch of goods, particularly with regard to vehicle circulation within the confines of the Event. The products and materials exhibited in the Event shall under no circumstances leave the Event venue until it has ended.

14. Amenities

Connections to the electricity, telephone and sewage system are charged according to the rates stipulated earlier. Exhibitors may request the abovementioned connections solely and exclusively within strictly specified time limits and in accordance with the technical possibilities offered by the Event site.

15. Customs Duty

It is the responsibility of each exhibitor to complete customs formalities connected with the transport of products and equipment from abroad. The Organiser shall not be responsible for any difficulties arising during the course of these formalities.

16. Intellectual Property Rights/Copyright

The exhibitor warrants that the copyright connected with the exhibited products and equipment is properly protected pursuant to the binding legal provisions. The Organiser shall not accept responsibility in this regard. The exhibitor shall undertake actions in the scope of copyright prior to the commencement of the Event. Each exhibitor shall be required to directly address the competent institution responsible for intellectual property with a request for consent for its public transmission during the course of the Event.

17. Publicity

Companies taking part in the Event retain the right to display their advertisements solely and exclusively within the boundaries of their rented stand. The advertising materials used cannot constitute a nuisance to other exhibitors. This applies in particular to audio and visual forms of advertising.

18. Catalogues

The Organiser reserves the exclusive right to publish and circulate the catalogue of exhibitors together with the advertising that appears therein. The Organiser may subcontract all or part of these rights. The information necessary for preparing the catalogue shall be furnished by the exhibitors. Exhibitors are responsible for all the information they supply for entry in the catalogue. The Organiser shall not be held responsible for any omissions or errors in print or composition of the catalogue. The Organiser reserves the right to modify the catalogue or to introduce group entries if necessary. The Organiser may refuse to accept something into the official catalogue or may change the content of paid advertisements if it shall consider it detrimental to other exhibitors.

19. Exhibitor Passes

"Exhibitor Passes" give the exhibitor the right of entry to the Event subject to compliance with all the conditions stipulated by the Organiser. After issuing the invoice, unused exhibitor Passes are not subject to return or financial reimbursement. Only Passes, Invitation Cards and Entrance Tickets issued by the Organiser give right of entry to the Event.

20. Security

The Lessor (INIERCONTINENTAL hotel) shall be responsible for the general safety measures during the course of the Event. No special stand security is foreseen. If special security is required, however, only the company authorised by the Organiser may render such services.

21. Safety

The exhibitor agrees to abide by all the safety measures stipulated by the administrator or other authorised institutions, as well as all the provisions established by the Organiser. The Organiser reserves the right to verify that the required provisions and safety regulations are respected. The inspection may be carried out with the participation of the Organiser, the decisions of whom concerning the safety regulations shall be implemented with immediate effect.

22. Cleaning

The Organiser of the Event venue shall be responsible for ensuring that the aisles between the stands are cleaned once a day. The exhibitor shall maintain his stand during the opening hours of the Event in a clean and orderly state. The Organiser will assume no responsibility for cleaning.

23. Insurance

The Organiser shall only be liable for its own legal liabilities incurred earlier and possesses insurance against claims covered by statutory provisions. This insurance policy does not cover the individual liability of the exhibitors. Exhibitors are required to take out adequate insurance cover of their own covering the objects and exhibition items, and in particular injury to persons or property occurring in connection with participation in the Event. In the event of the exhibitor failing to present the required policy eight days prior to the opening of the Event, the Organiser is authorised but not obligated to take out the appropriate liability insurance at the exhibitor's expense. It is recommended that exhibitors take out additional insurance against loss or damage during transport as well as during the Event. The Organiser accepts no liability in this respect. For stand assembly, the exhibitor shall take out an insurance policy, a copy of which shall be presented to the Organiser one week prior to the Event.

24. Catering

In accordance with the regulations specified by the Lessor, all catering services shall be provided by the catering company employed at the Event venue.

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25. Infringements of the Event Conditions

If the event of infringement of the Event conditions by the exhibiting company or its agents the Organiser reserves the right to close the stand at the expense of the exhibitor. In this event, the exhibitor has no right to claim any compensation.

26. Exclusion of Claims

Claims of any kind against the Organiser must be drawn up and sent by registered delivery within a term no later than 7 days after the end of the Event. Claims made at a later date are excluded by virtue of this contract. The exhibitor retains the right to pursue claims that are undisputed or legally enforceable.

27. Amendments to the Regulations

The Organiser reserves the right to give rulings and decisions that are not provided for within the present regulations and to add new provisions to this Agreement whenever it believes this to be necessary.

28. Liability

The liability of the Organiser shall be limited to damage or loss that results from deliberate intent or gross negligence and does not include any consequential damage or loss. Any claims for damages on the part of the Organiser in respect of third persons by virtue of the non-performance or improper performance of the contractual commitments connected with the running of the Event, shall be transferred to the exhibitor by virtue of a transfer of rights within which the exhibitor shall pursue claims in relation to the Organiser that result from the non-performance or improper performance by a third person of the contractual commitments in relation to the Organiser and that are involved in the running of the Event. The exhibitor shall accept such a transfer in advance. The Organiser undertakes to do all in its power to support the exhibitor in putting forward a legitimate claim for damages. If the exhibitor is provided with a parking space in the hotel garage or a hotel parking lot, this does not constitute a safekeeping agreement, even if a fee is charged. The exhibitor shall bear the risk of damage or loss of objects on exhibit or other items, including personal property, brought into the function rooms or into the hotel. The Organiser assumes no liability for loss, destruction, or damage to or of such objects, including any financial damage. If the exhibitor is a company, the said exhibitor shall be liable for all damage to buildings or furnishings caused by the exhibitor's visitors or employees or other third parties associated with the exhibitor and the company itself. The same applies if the exhibitor is a public law entity, a party or a union. The Organiser may require the exhibitor to provide reasonable security (e.g., insurance, security deposits, sureties).

29. Data Protection

INFORMATION ABOUT PERSONAL DATA PROCESSING AT IDEA & MARKETING BEATA MAKOŁSKA ul. Jedności 118, 05-506 Janczewice, PURSUANT TO ARTICLE 13 (1) AND (2) OF REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL OF 27 APRIL 2016

The Controller of your Personal Data (hereinafter referred to as: Controller) is Idea & Marketing Beata Małowska, with its registered office in Janczewice (05-506) at ul. Jedności 118, Tax Identification Number (NIP) 123-002-55-82.

The Controller can be contacted by e-mail at: biuro@ideamarketing.pl or by post at: Jedności 118, 05-506 Janczewice.

The Personal Data shall be processed on the basis of Article 6 (1) (a), (b) and (f) and in accordance with the tenor of the General Data Protection Regulation of 27 April 2016.

Your data will be processed for the purpose of services provided by the Controller, i.e. preparing a valuation for the provision of the service and providing the service, and for the purposes of direct marketing provided by the Controller or a third party.

The provision of data is voluntary but necessary for the Controller to provide the services.

The Personal Data include: first and last name, postal address, bank account address, bank account number, e-mail address, phone number, data concerning participation in courses, contests or marketing programmes, data concerning purchase or receipt of products or services, data concerning payments, data concerning reconciliations and accounts, information about marketing preferences and communication methods, information about vehicles imported onto the Controller's premises and concerning evaluations and opinions about the Controller's products and services (if they are identified or related); and other data obtained from third parties.

The Personal Data can also be processed by the Controller on the basis of conversations, surveys, by registering and monitoring e-mail correspondence, phone calls, and other communication data such as SMS and MMS to ensure quality, security and for

training purposes.

The Controller can process the Personal Data obtained from third parties, including data obtained from trade partners, employees and customers, and from other external sources which can lawfully convey personal data.

The Personal Data are processed by the Controller through electronic mail, traditional post, on-line advertisements, social media, phone, text messages (including SMS and MMS) and other methods (including announcements on the Controller's premises), among other things, for the purpose of:

- delivering messages, among other things: offers, confirmations of performance, design documentation, invoices, surveys, technical and training documentation,
- conducting direct marketing activities, sales promotions, contests, courses and delivering or offering newsletters, promotional materials and other marketing messages.

The Personal Data can be rendered available by the Controller to third parties with which the Controller cooperates for the purpose of fulfilling orders and ensuring the expected level of services, including the entities authorized to obtain the data on the basis of the applicable laws. Third parties may convey offers, technical documentation, messages and other promotional or reconciliation materials on behalf of the Controller.

The Controller may gather Personal Data from the Controller's website by using cookies and other technologies of collecting this type of information.

The Controller's website may contain links to external websites. The Controller is not liable for data and information being collected, used, stored, rendered available or disclosed by external parties. When placing information on external websites, the principles of privacy and conditions of using those sites apply.

Sensitive data or confidential information are not processed by the Controller, unless the applicable laws require it.

The Controller does not intentionally gather Personal Data of persons under the age of 18.

The Controller may cooperate with Internet service providers to allow the persons visiting the Controller's facilities to access the Internet. Use of the Internet services on the Controller's premises is subject to the conditions of use and privacy policy of the external Internet service provider.

Until cancellation of the consent/termination or expiry of the agreement in connection with processing of the Personal Data you have the right to demand from the Controller that he: grant access, correct, delete, limit the processing, object to processing, transferring of your personal data and cancel the consent to process personal data at any time.

You have the right to lodge a complaint to the supervisory body which is the Inspector General for the Protection of Personal Data (GIODO), ul. Stawki 2, 00-193 Warszawa, if you believe that processing of your personal data breaches the general provisions of the General Data Protection Regulation of 27 April 2016.

The Personal Data will be processed by the Controller during the life of the agreement/cooperation with the Controller and after its expiry for a period necessary for the Controller to pursue their legitimate interests, i.e.:

- pursuing potential claims in connection with the performance of the agreement,
- fulfilling obligations ensuing from the law, including, in particular, tax and accounting laws,
- statistics and archives.

The rights specified in item 16 can be exercised through e-mail contact at biuro@ideamarketing.pl or by writing to the address ul. Jedności 118, 05-506 Janczewice.

The Controller makes every effort to provide physical, technical and organizational protection of Personal Data against their accidental or intentional loss, change, unauthorized disclosure, use or access, in accordance with all applicable laws.

This information may be changed periodically if the Controller makes significant changes thereto. All changes to this information come into force after the Controller publishes the updated version.

30. Final Provisions

The contract is governed by and shall be construed in accordance with the laws of Poland. Should individual provisions of these General Terms and Conditions for Events be or become invalid or void, the validity of the remaining provisions shall remain unaffected thereby. The statutory provisions shall also be applicable.

31. Place of Performance of Services, Jurisdiction and Miscellaneous Provisions

The place of performance of the services rendered by the Organiser is Poland. The law applicable shall be the law of Poland.