

# EXHIBITOR CONDITIONS 2018

## FANTASY BASEL, 10. – 12.05.2018, Messe Basel



**Event Organiser:** FANTASY BASEL is organised by FantasyCon AG, domiciled in Zurich, hereinafter the „Organiser“.

### 1. Registration

The Organiser values having a combination of exhibitors and exhibits that is cohesive and of good quality. The submission of the application documents by the Organiser does not mean a right to be admitted to FANTASY BASEL. The Organiser may refuse admission to would-be exhibitors and goods without providing a reason. Subletting by the exhibitor is only possible with the written consent of the Organiser. The Organiser expressly reserves the right to move the exhibition stand locations. It cannot be assured that competitors will be excluded.

### 2. Agreement/Stand confirmation

After examination of the registration by the Organiser, the exhibitor receives an exhibitor contract with hall plan and is sent the invoice for the stand space as well as the invoice for the deposit. The stand agreement lists any exhibit goods that the Organiser does not allow to be exhibited (however, this is not all-inclusive). The exhibitor contract must be legally signed and returned within five working days, and the deposit payment must be made within 10 days. Only the Organiser decides about hall and stand allocation, and the Organiser will attempt, but is not obligated to respond to the registered wishes of the exhibitor with regard to stand location and stand size. Any objections to the stand distribution undertaken shall be submitted to the Organiser in writing and with grounds within four working days after the postmark of the hall plan; otherwise the stand assignment shall be deemed accepted. Further, the Organiser reserves the right to move stands if this is in the interest of the exhibition or is necessary for other reasons (e.g. changes in the hall management by MCH Messe Schweiz (Basel) AG (MCH)). If the permission was granted based upon false preconditions or data, or the preconditions for the permission are no longer fulfilled, the Organiser has the right to withdraw the permission. For installations that must remain accessible (fire department cabinets, electrical panels, etc.) as well as supports and columns within the stand floor area, there normally will be no price reduction. If extraordinary circumstances make conduct of the trade fair impossible, in whole or in part, the exhibitor has no grounds for a claim against the Organiser for damages.

### 3. Financial Provisions

(All prices given are net of 7.7% value added tax.)

**3.0** A deposit will be charged per booth, which will be repaid if the exhibitor correctly complies with all the terms and conditions (for example with waste disposal). This deposit is due immediately upon receipt of the agree-

ment. FantasyCon AG is entitled to deduct any open amounts / claims from the deposit.

**3.a** Upon receipt of the exhibitor contract the total amount must be paid within 30 days. If the invoices are not paid timely the Organiser is entitled to exclude the exhibitor. Exclusion does not release the exhibitor from its obligations to the Organiser.

**3.b** Invoices for services: The services ordered by the exhibitor such as technical installations, inserts, etc. will be invoiced separately to the exhibitor. These invoices are due for payment within the agreed time immediately upon receipt. This is also true for invoices for power connections, cleaning work and any additional outside work such as internet connections, sanitation installations, any stand construction/rentals. That the desired technical services are ready is first guaranteed one day before the start of the trade fair. MCH Messe Schweiz (Basel) AG does not provide any work directly for exhibitors; in this regard, orders and prepayments must be timely submitted to FantasyCon AG.

**3.c** Payment conditions: All invoices are to be paid in Swiss francs (no checks). No costs shall be incurred by the Organiser. The invoices for the stand or additional services cannot be paid in cash.

**3.d** A first reminder notice shall be sent for unpaid invoices five days after the invoices are due. For each additional reminder notice, a fee of CHF 50.– shall be charged. If the exhibitor cannot provide legally valid proof of payment within 10 days after the reminder notice for the stand or services invoice, the exhibitor can be excluded from the exhibition in writing, regardless of any previous stand confirmation. Exclusion does not release the exhibitor from his obligations to the Organiser. Exhibitors that are domiciled abroad will be invoiced a lump sum of CHF 500.– for auxiliary services as part of the down payments. Overpayments will be recognized in the closing invoice (credit).

### 4. Withdrawal right/Exclusion

If the exhibitor cancels after execution of the agreement, part of the undertaking shall be forfeited as conventional damages, depending on when the notice was given:

- up to 10 weeks before the start of the trade fair: 30 % of the contract sum.
- up to 6 weeks before start of the trade fair: 60 % of the contract sum
- up to 4 weeks before start of the trade fair: 80 % of the contract sum
- less than 4 weeks before the start of the trade fair: 100 % of the contract sum
- in any case at least CHF 1000.–  
(CHF 500.– for small stands up to 3 x 3m)

The Organiser reserves the right to assert further damages, e.g. for orders already placed (Index of exhibitors, technology, furniture, stand construction, etc.).

## 5. Stand Claim

Stands that are not occupied by 7 p.m. on the day before the opening of the trade fair may be otherwise deployed by the Organiser. If that occurs, the exhibitor's claim to his stand is forfeited. However, the exhibitor must still pay for the full rental of the space and additional expenses. The Organiser reserves the right to charge the costs incurred as a consequence of the failure to occupy the stand.

## 6. Rights and Licenses

The exhibitor warrants that it has all rights and licenses for the sale of its products, that it is selling only original products (no knock-offs) and shall hold the Organiser harmless from any demands by third parties in this regard. If it is determined that an exhibitor has goods that are unlicensed or offered illegally, the exhibitor will be given one hour to rectify the situation; thereafter, the stand can be closed by the Organiser at the exhibitor's expense (a reimbursement to the exhibitor of payments made is prohibited in such a case; the Organiser's still open receivables are to be paid timely).

## 7. Hours of Operation

Exhibitors that behave improperly or leave the stand vacant during the prescribed operating hours shall be warned by the Organiser. If there is a repeat incident, the Organiser is entitled to close the stand, whereby all costs and fees pursuant to the „Stand Invoice“ shall be deemed incurred for the benefit of the Organiser, who reserves the right to recover costs incurred as a consequence of the stand closure.

## 8. Exhibit stands

**8.a** The interior size of the stand is 3 cm less than the stand length set forth in the „Stand Confirmation.“ Thus, owned stand systems must be marked with their precise dimensions.

**8.b** The design of the stands may not use any inflammable materials (reeds, straw, hay, paper, Styrofoam, etc.) Decorative materials are only permitted if they are B1 flame retardant. Stairways and doors that are marked as „emergency exits“ may not be out of alignment. Passages are to be kept unobstructed without exception. The storage of inflammable, explosive or easily burned materials such as gasoline, benzene, acetone, petroleum, mineral spirits, butane or propane gas, etc. is not permitted in the exhibition halls. Advertising, toy and entertainment balloons that are filled with nitrogen or similar gases may not be brought into the exhibit halls or filled, given out or sold in the halls.

**8.c** The instructions of the Organiser, the fire department and MCH Messe Schweiz (Basel) AG are to be followed at all times.

**8.d** Stand add-ons and decorations that exceed the normal wall height of 2.50 m are only permitted with the consent of the trade fair management. The exterior sides of the stand walls may not be used by the exhibitor for advertising purposes. The trade fair management has the right to close stands or billboards that are incompatible or unprofessionally designed, that damage the overall Impression of the exhibition. The affected exhibitor is not entitled to compensation in such case.

**8.e** The assembly and disassembly of the stands, decorations and add-ons is the responsibility of the exhibitor (except for the services of the Organiser explicitly listed in the exhibitor agreements for stands with a back wall, etc.). The exhibitors must comply with the prescribed deadlines. The trade fair management shall timely notify the exhibitors of the times during which the stands may be assembled and disassembled. No liability is assumed for exhibit goods and stand materials that are not removed in a timely manner. After expiration of the clean-up period, the stand will be disassembled at the exhibitor's expense. Any cleaning work resulting from unprofessional cleaning or trash removal after the disassembly will be invoiced on a time and materials basis in the closing invoice sent to the exhibitor. Repairs needed because of damages from stand construction material will be invoiced to the exhibitor in the closing invoice on a time and materials basis. Pillars and walls must not be used by the exhibitors (also no gluing, strapping, etc.). The damages and cleaning are charged with a processing surcharge.

**8.f** The exhibitor agrees to display its wares and to keep the stand open and staffed throughout the official operating hours of the trade fair. No items may be placed in the walkways. Musical performances and loudspeaker systems at stands are only permitted with the written consent of the trade fair management. In this regard, the interests of the other exhibitors shall be considered. The distribution of advertising material outside of the exhibitor's stand is prohibited. When selling goods, the exhibitors shall comply with the rules of fair competition and shall not violate the principles of good faith as defined in the federal law on unfair competition.

**8.g** FANTASY BASEL has high ethical standards. The exhibitor is responsible for properly addressing and treating minors (protection of youth) for the various offerings (games/pictures/videos, etc.) and is to make sure that there is no reason to object to the stands and offerings on grounds of sexism/racism, and all Swiss laws are to be followed.

## 9. Co-exhibitors

The participation of co-exhibitors requires a special registration as well as an appropriate written confirmation from the Organiser. Co-exhibitors are enterprises that in some manner appear at an exhibitor's stand, whether

through notice or informational boards, presentations or advertising materials. For each co-exhibitor, the exhibitor shall pay a basic fee including costs for the listing of the co-exhibitor in the catalog. Vis a vis the Organiser, the primary exhibitor assumes all responsibility for the co-exhibitor. The primary exhibitor pays the co-exhibitor fees for stand space and the catalog entries. The primary exhibitor is liable for all consequences and costs caused by the co-exhibitor. Advertising for a trademark, a product, a service or an entity that does not participate in the exhibition is prohibited. If co-exhibitors are not registered, the exhibitor shall pay a supplemental processing fee of CHF 500.– in addition to the basic fee for co-exhibitors. The basic fee per co-exhibitor, including catalog entries: CHF 500.–. At any time, the Organiser can refuse appearances and actions by non-approved co-exhibitors and can demand their immediate departure, although the basic and supplemental processing fees still must be paid. Handing out drinks or food to visitors is not permitted. Giveaways may only be handed out within the booth area and only if it concerns company-owned and company-specific products such as a neckband or a carrier bag with the companies own logo.

## 10. Stand and/or advertising walls

The stand and/or advertising walls that are set forth in certain agreements and are rented by the exhibitor are owned by the Organiser and must be handled carefully. Any adhesive material is to be removed immediately and completely when the trade fair ends. Charges will be levied for damages or uncleanliness.

The exhibitor is liable for all damages and additional work caused by cleaning Exhibit goods or stand materials shall not be pushed or pulled on the floors of the hall. Padding must be placed under heavy objects or devices with sharp edges. Pillars and hall walls must not be covered / used.

## 11. Connections for electricity, telephone, television, water, etc.

The installation of the necessary connections and supply lines for the stand shall be made exclusively by the partner enterprises of MCH Messe Schweiz (Basel) AG (the order must be placed with FantasyCon AG (no direct orders are possible)). Shared use with another stand or of existing building installations or the production of power (electricity) with generators (gas, diesel, etc.) requires the written consent of the Organiser.

### Down payment invoice for auxiliary services

The trade fair management will send the exhibitor a prepayment invoice for the costs of the auxiliary services such as entries in the informational media and any advertising services as well as for additional services to be provided, such as technical connections, stand cleaning, parking places, entry tickets, gift certificates and insurance. Where it seems appropriate, the trade fair management can issue additional down payment invoices to

the exhibitor. All invoices are to be paid net within the deadline set and with no prompt payment discount. Delivery of additional services shall occur only if invoices are paid timely (see Paragraph 3. d Exhibitor Conditions).

## 12. Liability of the Exhibitor

In particular, the exhibitor is liable for damages to the halls, hall floors, installations, etc., even if the damages were caused by the exhibitor's employees or contracted stand builders. For the consequences of the statutorily provided liability, the exhibitor itself must pay, even if the exhibitor has not purchased liability insurance. The liability of the Organiser for simple negligence by personnel reporting to it shall be excluded.

### Liability of the Organiser

FANTASY BASEL / FantasyCon AG and MCH (Messe Schweiz/Basel) are not acting as a custodian as defined by Article 472 OR [Swiss Law of Obligations] and do not assume any duty to the exhibitors or owners or third parties to look after exhibition goods, stand installations and other non-owned items. FantasyCon AG and MCH exclude any claims for liability or reimbursement for damages, loss or official seizure of exhibition goods, stand installations and other non-owned items for the time period when the goods are located on trade fair premises as well as during the transport to and from the premises. FantasyCon AG and MCH also deny any liability for damages that arise from offerings and presentations by exhibitors, or through the assembly or disassembly of stands or from the stand operation. The exhibitor shall be liable for damages caused by the employees or contractors of the exhibitor. FantasyCon AG and MCH shall not be liable to the exhibitor for whatever consequences there may be from the location or the surroundings of the exhibitor's stand area. Damages shall be reported immediately to FantasyCon AG.

## 13. Insurance

The exhibitor is responsible for obtaining insurance. The coverage is mandatory for damages to the trade fair property by fire, theft and water. Liability exclusion: The Organiser assumes no duty of care for exhibit goods and stand installations and excludes any liability for damages and loss, subject to the reservation in Article 100 Paragraph 1 of the Swiss Law of Obligations.

## 14. Liability insurance

The exhibitors shall obtain a special liability insurance policy for participation in the trade fair and/or shall review their commercial liability insurance and if necessary, extend it to cover the risks of participation in the trade fair.

Insurance is mandatory for all exhibitors.

The exhibitor bears all consequences that could occur from the failure to obtain the mandatory exhibitor insurance.

The halls will be watched day and night during the regular assembly and disassembly periods and throughout the event. However, the Organiser assumes no liability for items brought in by the exhibitor, and in particular, there will be no compensation for damaged and stolen goods. The oversight activities by the Organiser do not give rise to any exceptions to the exclusion for liability. All visitors must have left the hall within 15 minutes after closing time. Exhibitors have access to the halls one hour before and one hour after the official hours of operation. At night, the hall is watched by Securitas.

### 15. Exhibitor tickets and customer tickets

The exhibitors are entitled to one free exhibitor ticket for each 9m<sup>2</sup> of stand area (to a maximum of 10 tickets). Additional exhibitor tickets can, to a limited extent, be purchased. Exhibitors can order tickets for customers and interested persons from the Organiser at the normal price up to 3 weeks before the event. The Organiser is free to determine the number of exhibitor and customer tickets to be available.

### 16. Index of Exhibitors

Only the Organiser has the right to issue an index of exhibitors. To ensure the completeness of the index, exhibitors that submit their information in an untimely or incomplete manner will be included in the index to their detriment, with no responsibility for the correctness of the information.

### 17. Legal provisions

**Reserved right to changes and additions:** The Organiser reserves the right to change these rules or to supplement them with instructions at any time. The exhibitors will be informed in a timely manner.

**Written agreement:** All agreements, individual authorizations and special rules must be in writing.

**Waiver of claims:** Claims against the Organiser must be asserted in writing no later than two weeks after the end of the trade fair; claims

regarding the technical installations must be asserted in writing to the Organiser no later than the last day of the trade fair. Later claims shall be deemed waived.

**Occupational and fire safety provisions:** With their registration, the exhibitors confirm their knowledge of the applicable statutory occupational and fire safety provisions that apply at the exhibition area (e.g. the duty to post prices and firm contacts, sale requirements, protection of youth, fire prevention measures, etc.).

### 18. Music / SUISA

The playing of music in the trade fair halls, whether by musicians, singers, radio, records, CDs, games, films or other recording devices or through the use of loudspeakers for sales purposes is not permitted without the written permission of the Organiser. Presentations and sales promotions shall be limited to the rented stand area. If music is used in any way, the exhibitor is obligated to pay any user fees directly to the SUISA. The Organiser shall not be liable for claims of copyright infringement by the SUISA or third parties that arise from the presentation by the exhibitor. This is also true for claims by ProLitteris and similarly authorised institutions.

### 19. Photography and filming

At FANTASY BASEL, miscellaneous media and we are photographing and filming. Recordings photographed or filmed by us, will be used for advertising purposes for FANTASY BASEL and ZÜRICH GAME SHOW. Photography and filming are solely permitted in public areas of the event and only for personal use.

If the film or photography material is to be used for commercial purposes, a permit has to be obtained with the organiser.

### 20. Choice of Law, Place of Performance and Jurisdiction

All legal relations between the exhibitor and the Organiser are subject to Swiss law. Both for exhibitors domiciled abroad as well as for those domiciled in Switzerland, Zurich, the registered site of the Organiser, shall be the place of performance for all proceedings and shall be the exclusive court jurisdiction.