

# GENERAL TERMS AND CONDITIONS FOR PARTNERS AND EXHIBITORS

## WFITN2017 Congress, October 16 – 19, 2017, Budapest / Hungary

### 1. PREAMBLE

These General Terms and Conditions apply to each exhibitor (hereinafter, a "Partner") taking part in the WFITN 2017 congress to be held [from 16 to 19 October 2017, Budapest / Hungary](#) organized by Weco Travel Ltd. (hereinafter, the « Organiser »).

The returning a completed, signed and dated [Partnership & Exhibition Order Form](#) (**hereinafter: order form**) order form or acceptance of a quote with or from the Organiser shall act as full acceptance by the Partner of these General Terms and Conditions which is available:

on website: [www.wfitn2017.hu](http://www.wfitn2017.hu) , menu: Exhibition and Partnership and choose menu: Partnership Opportunities  
<http://www.wfitn2017.hu/sponsors-exhibition/>

These general terms and conditions for partners and exhibitors lay out the specific conditions of the service delivery provided to the Partner by the Organiser.

### 2. DEFINITIONS

**Event:** means the event called WFITN 2017 organized by Weco Travel Ltd. in cooperation with the World Federation of Interventional and Therapeutic Neuroradiology [from 16 to 19 October 2017 in Budapest, Hungary](#)

**Partnership and Exhibition Manual:** means the Event presentation file delivered by the Organiser to the Partner, containing details of the offers and options available to the Partner.

**Technical Guide:** means the document delivered by the Organiser prior to the start of the Event to the Partner containing practical information in relation to the Event.

**Safety Regulations:** means the safety rules established by the venue and as a schedule to the Technical Guide.

**Stand:** means the exhibition space made available to the Partner, whether delivered bare or pre-fitted.

**Venue:** means the lessor of the exhibition space in which the Event is due to take place

### 3. CONDUCT OF THE EVENT

#### 3.1 GENERAL

The Organiser determines the Event location, date, duration, opening and closing times and programme.

#### 3.2 EVENT CHANGES

Dates, duration and venue was already finalized by September 2016 (see [www.wfitn2017.hu](http://www.wfitn2017.hu) )

Whenever it deems appropriate in the interest of the Event, the Organiser reserves the right to change before the Event, the opening date and/or closing date and/or duration and during the Event, the opening and closing times and the programme , subject to advising the Partner as soon as possible;

#### 3.3 CANCELLATION OF THE EVENT

In the event of total cancellation of the Event, the Partner shall be entitled to a refund of the amounts paid to the Organiser but shall not be entitled to any other amount and/or compensation. However, in the event of cancellation of the Event due to force majeure, any and all amounts paid by the Partner shall automatically accrue to the Organiser. The Partner and the Organiser agree that the following events shall constitute force majeure events within the meaning of this section 3.3: fire, flood, storm, destruction of the premises, strike, terror attack, etc., as well as any other event beyond the Organiser's control.

### 4. APPLICATION AND ADMISSION

#### 4.1. APPLICATION

Participation applications are made using a "Partnership & Exhibition Order Form" drawn up by the Organiser. The sending of a signed partnership order form, once confirmed by the Organiser, acts as a firm commitment to pay the full amount of the price in The following terms:

Once an application is made 50% deposit payment against of an invoice of the Organiser will be requested to finalize the reservation.

100% is requested latest by 1st of October 2017 against of the balance invoice of the Organiser.

#### 4.2. CANCELLATION APPLICATION

The Partner acknowledges and agrees that, should it no longer wish to take part in the Event for any reason, the cancellation must be made in writing to the Organiser.

In case of a cancellation received before August 1, 2017, Partner will receive 70% refund of the payment.

In case of a cancellation after August 1, 2017 the Organiser shall retain any and all amounts paid, and any and all amounts outstanding shall remain due to the Organiser.

The space booking or partnership contract becomes effective upon payment of the total invoice issued by the Organiser.

## **5. RATES AND REGULATIONS**

### **5.1 RATES**

The Event participation rates as well as the rates of the various options available to the Partner are determined by the Organiser and specified in the Partnership and Exhibition Manual.

### **5.2 PAYMENT TERMS AND CONDITIONS**

A down payment of 50% of the price must be made against of the invoice issued by the Organiser until the given deadline, failing which the request shall be rejected.

The remainder of the price shall be paid upon receipt of the balance invoice issued by the Organiser and in any event by 1st of October 2017.

Partnership or exhibition entitlements including allocations of booth location (allocated in order of partnership/exhibition level) will not become effective until all monies have been paid.

An application for partnership and/or exhibition does not constitute an attendee registration. This need to be done separately on the relevant form.

Cancellation or modification must be made in writing to the Organiser

In the event of a failure to pay the remainder of the price in due time, the Organiser may, further to the sending of a formal notice remaining unheeded, deem the space booking contract to be terminated. In such event, any and all amounts paid shall accrue to the Organiser, which further reserves the right to demand payment of the remainder of the price.

In any event, in case of overdue payments and without the need for a reminder, the Partner shall, pursuant to the Hungarian Commercial Code, be required to pay (i) late payment penalties at the European Central Bank rate plus ten (10) points. The Organiser shall be entitled to demand an additional indemnity, upon submission of supporting documents, whenever the collection costs incurred by it exceed such fixed amount.

### **5.3 VALUE ADDED TAX**

The Organiser shall comply with the provisions of directives 2006/112/EC of 28/11/2006 and 2008/8/EC of HÉA 12/02/2008 in determining the VAT regime applicable to invoiced services. Foreign Partners may in certain cases be required to pay VAT on services invoiced to them by the Organiser. In such event, they shall be responsible for claiming a VAT refund, either directly or through authorized organizations, in accordance with the laws and regulations in force. The Organiser shall under no circumstances be required to assist with the foregoing.

## **6. ALLOCATION OF PARTNERSHIPS AND SPACES**

The Organiser designs the Event plan and determines: the Stand locations, the time slots for sponsored sessions as well as the allocation of the proposals of the Partnership. The allocated Stands (surface area and location of the Stands), the times of the sessions and the partnerships proposed in the file are at all times subject to change by the Organiser until the Event opening date. If the change relates to the allocated surface area, the Partner shall be entitled to a pro rata reduction of the Price.

## **7. FITTING-OUT PLAN, TAKING-OVER AND INSTALLATION OF THE STAND**

### **7.1 FITTING-OUT PLAN**

The Organiser ensures the consistency of the Event general aesthetics, decorating and fitting-out plan.

The Partner acknowledges and agrees that the placing of advertising boards or signs outside the Stands other than in the placed reserved for such purpose if prohibited, and that banners are not permitted.

The Partner shall within 15 days upon receipt of the Technical Guide but no later than 40 days before the Congress submit a detailed plan of its project to the Organiser, which plan shall comply with the construction guidelines set forth in the Technical Guide and show the proposed installations and/or fittings, so as to be in a position to make any changes requested by the Organiser.

The Organiser shall not incur any liability should the Partner be prohibited from opening its Stand as a result of (i) late communication of the detailed plan or (ii) the Partner's refusal to make the changes requested by the Organiser or (iii) the Safety Commission's refusal of the stand.

### **7.2 TAKING-OVER AND INSTALLATION OF THE STAND**

Upon taking possession of its allocated Stand, the Partner shall cause the following to be recorded: (i) deteriorations in the Stand made available to it, if any and (ii) any discrepancies between the surface area of the Stand made available to it and the surface area set forth in the partnership order form, as accepted by the Organiser. The foregoing claims shall be made before one of the Organiser's representatives present on the site on a permanent basis at the general headquarters throughout the Event, failing which the Stand shall be deemed to have been received (i) in perfect condition and (ii) for the reserved surface area.

The Partner shall, at its expense and under its responsibility, arrange for the installation of its Stand, including the transportation and assembly of the stand equipment and material. The installation of the Stands shall under no circumstances cause damage to or modify the permanent installations of the exhibition site or undermine the safety of the other exhibitors and visitors.

The Stand assembly and installation timetable is set forth in the Technical Guide, which shall be sent to the Partner prior to the start of the Event. The Partner shall be required to have finalized its installation on or before the dates and times determined by the Organiser in the Technical Guide. Beyond such dates and times, no packaging, material, transportation vehicles shall be permitted to access the Event site for any reason whatsoever, regardless of the consequences for the Partner. The Organiser has all right to stop the installation and/or assembly work.

## **8. SAFETY**

Partner and Organizer shall insure that it and its activities shall at all times comply with all applicable laws and industry codes issued by the relevant authorities.

Throughout the Event, the Partner shall be required to comply with the provisions of the laws and regulations in force, with the Safety Regulations provided by the site Venue and with the Technical Guide delivered by the Organiser, as well as with all safety measures taken by the Public Authorities and/or the Organiser and/or the Venue.

Partner accepts the fact that the venue of the Congress is a historical monument under protection. For this reason no construction method may be used which threatens the soundness of the building in any way.

Any breach of the safety rule may, by decision of the Organiser, lead to the immediate, temporary or permanent exclusion of the Partner. The installation of the stand and its staff must follow all relevant EU rules.

## **9. OCCUPATION OF THE STAND**

The Partner shall occupy its allocated Stand within the installation dates defined in the Technical Guide.

If for any reason a Partner does not occupy its Stand on the Event opening date or before the installation deadline determined by the Organiser, such Partner shall be deemed to have waived its exhibition right. The Organiser shall be free to dispose of the unoccupied Stand and to allocate it to another exhibitor, without any right for the uninstalled Partner to claim any compensation and/or refund whatsoever or to avoid its obligation to pay the price in full.

The Stand shall remain open and furnished throughout the duration of the Event and during the Event opening hours. The Partner may under no circumstances clear out its Stand prior to the close of the Event, except with the express exceptional authorization of the Organiser.

The Partner shall have competent reception staff in sufficient numbers to ensure a permanent presence. Such staff shall be polite and abstain from any conduct likely to cause any disturbance to the visitors or to the other exhibitors. The Organiser reserves the right to demand the immediate replacement of any person who does not meet the aforementioned requirements.

## **10. ASSIGNATION OR SUB-LETTING**

Any assignment or sub-letting is prohibited, with or without consideration, of any part or all of the Stand

However, with the Organiser's consent, exhibitors within the same profession or complementary professions may occupy a common Stand, at the request of a principal exhibitor. The principal exhibitor's participation application shall include a precise list of the candidates for the collective Stand, being said that the information requested in the form shall also be provided for each candidate. The Organiser reserves the right to approve or refuse each candidate. The rejection of a candidate's application shall not allow the other applicants to cancel the booking of their collective Stand.

It is the exclusive right of the Organiser to decide that out of the principal exhibitor of the relevant stand which secondary(s) exhibitors are liable to the Organiser for the payment of any claim.

## **11. RUNNING OF THE STAND**

The Partner shall keep its Stand in a perfect state of maintenance and shall not in any manner deteriorate the partitions, floors or ceilings or any material provided by the Organiser, and the Venue.

The Stands shall at all times be kept in a perfect state of cleanliness and tidiness. The Partner shall cause its Stand to be cleaned every morning prior to the opening of the Event. No packaging and/or container may be stored in or in the area surrounding the Stand. The Partner shall not allow any displayed objects and/or materials to remain covered during the Event opening hours.

Any supplier used on site must conform to the venue regulations.

## **12. STAND ACTIVITY**

### **12.1 PUBLICITY AND COMMUNICATION**

Any advertising activities by the Partner shall comply with the laws and regulations in force. Advertising activities may be conducted inside the Stand only and on the condition that they do not cause any inconvenience. Voice advertisements or advertisements using sound devices, mimes, clowns and other types of attractions are expressly forbidden.

Complimentary small objects and/or prospectuses may be distributed if they are not incompatible with the image of the Event, if they are distributed inside the Partner's Stand and if their distribution does not cause any inconvenience. The distribution of advertising balloons is prohibited.

The projection of films or slides, the use of sound amplifiers, the setting-up of a sound system in the Stand and the use of computer monitors and television screens are allowed provided they do not encroach beyond the Stand limits and do not cause any inconvenience. The Organiser reserves the right to take action in the event of inconvenience. Quizzes may be organized in the Stand, with the Organiser's consent, provided their content is related to the Event.

### **12.2 EXHIBITION AND DEMONSTRATION**

The Partner agrees to present only products, services or materials that comply with the rules and regulations in force. Explosive substances and dangerous or harmful products in general are prohibited.

All displayed appliances and machines shall be equipped with a safety device, particularly those with moving components that may be left unsupervised by the Partner, even if the barrier provided by the safety regulations has been put in place. Appliances

whose installation or operation may cause an inconvenience to or be a source of danger for the other exhibitors or the visitors are prohibited.

### 12.3 TAKE-AWAY SALES

The Partner recognizes and agrees that take-away selling activities are strictly prohibited in the Event premises. The Partner is however authorized to take orders at its Stand. In case of catering, IT and/or AV equipments orders can only be made through the Organiser since the venue has exclusive suppliers.

## 13. COMMUNICATION OPTIONS

The Partner may take out a number of communication options in order to strengthen and optimize its visibility during the Event. The characteristics and rates of such options are set forth in the Partnership and Exhibition Manual delivered to the Partner.

Applications for any of the aforementioned shall be made using the partnership and exhibition order form drawn up by the Organiser, in accordance with the terms and conditions of these General Terms and Conditions

The Partner's contents shall be published, broadcast and posted online under the sole responsibility of the Partner, which represents that it holds all of the rights required for such purpose. It undertakes to indemnify and hold the Organiser harmless from and against any harmful consequences, such as any costs incurred to defend any third party claim and/or action. The Organiser reserves the right not to publish any contents if it believes that this may result in its liability being sought. Although the Organiser shall use its best efforts to avoid any material error or technical failure at the time of publication / online posting / insertion / delivery of the contents, the Partner acknowledges that the Organiser is bound by a best efforts obligation only and the Partner is responsible for all liability of the AD incl. protection of intellectual property.

## 14. SESSION ORGANIZED BY THE PARTNER

### 14.1 ROLE OF THE PARTNER

Where the option selected by the Partner includes a session (hereinafter, a Session) organized by the Partner with the support of the Organiser, the Partner shall, under its sole responsibility, draw up the session programme. In this respect, the Partner shall determine the session topics, select the speakers and establish the schedule of presentations. The Partner shall forward its proposed programme to the Organiser, on the dates and in the format communicated by the Organiser in due time prior to the start of the Event. The proposed programme shall be submitted to the Organiser, which may refuse it or request certain amendments if the programme appears inappropriate in light of (i) the objectives of the Event or (ii) the economic and/technical imperatives of the sessions organized in connection with the Event.

The Partner shall, under its sole responsibility, manage the relationships with its selected speakers, in accordance with the laws and regulations in force. It shall be responsible for the payment of their registration fees and reimbursement of their expenses (travel and accommodation costs) as well as for the payment of their fees, if any, on terms consistent with the laws and regulations in force. In this respect, it acknowledges that it shall be responsible for entering into a written agreement with each health professional called upon to speak, which agreement shall comply with the laws and regulations in force and, as the case may be, for submitting such agreement to the competent professional bodies. The Partner shall ensure that any health professionals called upon to speak at all times comply with the laws and regulations in force and, in particular, with the duty of transparency incumbent upon them. The Partner acknowledges that the Organiser wishes to enter into an agreement with each Session speaker, pursuant to which the speaker authorizes the Organiser to make use of the rights deriving from his/her presentations, in various formats (online publishing of texts and videos in particular). The Partner shall inform the speakers called upon to speak during the Session and shall assist the Organiser in securing the aforementioned agreements from all speakers.

### 14.2. ROLE OF THE ORGANISER

The Organiser shall be responsible for the technical and material organization of the Session, on terms consistent with the partnership order form signed by the Partner, and shall in this respect use its best efforts to maintain a level of quality consistent with the standard of the Event. In this respect, it shall also perform the following services: it shall determine the date and timing of the Session, taking into account, to the extent possible, the Partner's preferences; it shall dedicate a room in which the Session is to take place, with a sufficient surface area and lay-out and furnished with the necessary conference equipment (furniture, audio/video equipment, sound system, etc.); it shall ensure the promotion of the Session in the Event documentation, in a manner consistent with the customs of the trade; it shall negotiate and enter into the services agreements required for the proper technical and material organization of the Session, not including any special requests from the Partner, which shall be included in additional order forms. It shall pay the service providers and handle any claims they may have.

### 14.3 LIABILITY

The Partner shall be fully responsible for the contents of the Session programme and presentations. It shall hold the Organiser harmless from any third party claim asserted against it in this respect.

The Partner shall manage its relationships with the speakers, in accordance with the laws and regulations in force, and shall ensure that such speakers comply with the laws and regulations in force.

The Partner accordingly agrees to hold the Organiser harmless from any claim asserted against it in this respect.

The Partner shall be responsible for informing the Organiser of any law or regulation to which it may be subject as a result of its activities and likely to have an impact on the organization of the Session.

The Partner shall comply with such laws and regulations and shall hold the Organiser harmless from any claim asserted against it as a result of any breach of such laws and regulations.

### **15. ACCESS TO THE EVENT**

All persons present on the Event site shall be required to wear a name badge. If a person is unable to produce his/her badge, he/she may be expelled from the Event. Details of the access policy as well as the terms and conditions for delivery of paying and free of charge badges are set forth in the Partnership and Exhibition Manual.

### **16. REMOVAL OF THE SPACES**

The removal of the Stands, goods, specific decorations and of any waste as well as the rehabilitation of the Stand shall be undertaken at the Partner's expense and under its responsibility, within the time periods and according to the terms and conditions set forth in the Technical Guide. If the Partner fails to comply with the foregoing within the requisite time, the Organiser shall be entitled to arrange for the removal of the remaining materials and rehabilitation of the allocated space, at the Partner's expense.

The Partner or any of its duly authorized representatives shall be present at the Stand from the start of the disassembly operations until its complete vacation, in order to prevent the risk of loss and theft.

Loss and theft shall not be covered under the mandatory insurance policy if the foregoing obligation is not complied with.

### **17. INSURANCE**

Pursuant to the laws and regulations in force, all exhibitors shall, at their sole cost and expense, procure and maintain through the congress dates from October 15, 0.1 a.m. up to October 20, 24 p.m. a comprehensive general liability insurance in full compliance with all laws up to the amount of 200 000 EUR. The insurance should cover the cost of any type of damage caused. Proof of such an "all risks" and a third party liability insurance shall be provided upon request.

The Organiser shall waive any and all rights of recourse against the exhibitors and their agents (save in the event of malicious acts) in the event of loss, and each Partner, by virtue of its participation, also waives any and all rights of recourse against the Organiser.

### **18. INTELLECTUAL PROPERTY**

The Partner holds and shall retain exclusive ownership of its corporate name, trademarks and logos, domain name and displayed products and materials.

The Event is organized by the Organiser in a spirit of cooperation; accordingly, the Partner grants the Organiser the right to reproduce and/or represent its identifying elements (including its name, corporate name, logos and trademarks) as well as all of the products and materials displayed during the Event. The foregoing right is strictly limited to what is necessary or useful for the purpose of the organization, hosting and promotion of the Event and of its consequences, including, the reproduction and representation of the aforementioned identifying elements on all visuals and media in relation to the Event (catalogue, Event website, plans and visuals delivered to the visitors etc.)

The Partner shall not use the logo or identifying visuals of the Event in its documentation, whatever its nature or medium, without the prior consent of the Organiser.

### **19. APPLICABLE LAW AND CHOICE OF FORUM**

These General Terms and Conditions are governed by the Hungarian law. It is expressly agreed between the parties that the courts of Hungary shall have exclusive jurisdiction to settle any disputes, including in the event of multiple defendants.

Official language for communication is English.