

11-15 DECEMBER 2024

THE VILLAGE REGULATIONS



# ART 1: APPLICATION FOR ADMISSION – EXHIBITION CONTRACT

#### 1.1 Formalities

Companies and organisations wishing to exhibit at the CHI Geneva must register online by completing the Application to Exhibit form and submitting it before the registration deadline indicated on the form.

The completion of an Application to Exhibit form does not in itself guarantee exhibitors the right to take part in the CHI Geneva.

### 1.2 Legal status of the Admission Request

The Admission Request constitutes a firm offer to enter into a contract. This Admission Request then acquires the status of a contract once it has been registered and confirmed by email to the exhibitor (Article 3.2). By signing the Admission Request, the exhibitor:

- Undertakes to participate in the CHI Geneva as an exhibitor;
- Undertakes to abide by the articles of the present Regulations, the conditions of the Admission Request, tariff terms and conditions, and any other contractual documents which might bind him to the Organiser;
- Undertakes to pay the amounts due even if, for any reasons whatsoever, he subsequently decides not
  to participate in the CHI Geneva, or were to be prevented from doing so. Every subsequent amendment
  or revocation of the Admission Request shall be governed by the provisions of Article 4 of the present
  Regulations;
- Acknowledges that he is personally liable for the payment of expenses incurred by the Organiser or by third parties for equipping his stand or for any other service connected with his participation at the CHI Geneva as an exhibitor.

### 1.3 Conditions of admission

All Admission Requests will be examined by the Organising Committee who will make their selection based upon the following criteria:

- order of receipt of Admission Requests;
- availability of exhibition spaces;
- conformity of the exhibited objects and services with the standards of the exhibition.

The Organiser alone shall take the final decision as whether or not to admit exhibitors and co-exhibitors, as well as exhibits, based on the criteria specified in Article 3. No claims by exhibitors, co-exhibitors or third parties regarding the admission or non-admission of individuals or corporate entities, or concerning exhibits, will be admitted.

# ART 2: CANCELLATION, SUBLETTING, STAND SHARING

### 2.1 Transferability and subletting

The exhibitor shall not transfer or sublet all or part of the stand area attributed to him. However, the Organiser may authorize the exhibitor to share his stand with one or several co-exhibitor(s).

### 2.2 Co-exhibitors

Any individual or corporate entity, present at the exhibitor's stand in any form (addresses, exhibits or in person) will be considered as a co-exhibitor. To participate in the event, the co-exhibitor must complete the Co-exhibitor Admission Request. Furthermore, the participation of co-exhibitors at the exhibition will be subject to the same conditions as those applicable to the main exhibitors. Co-exhibitors will be subject to, and hereby agree to, all clauses of the Regulations relating to the Exhibitors' Village of the CHI Geneva. The main exhibitor is fully responsible to the Organiser for all financial and other obligations pertaining to his co-exhibitor(s).

# ART 3: ACCEPTANCE OR REFUSAL OF ADMISSION

#### 3.1 Refusal of admission

The Organiser may refuse admission to an exhibitor or co-exhibitor if he considers that the conditions of admission as stipulated in Article 1.3 have not been met.

Admission can also be refused in the following cases:

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

Main exhibitors and any co-exhibitors will be notified in writing (by email or mail) of any decision to refuse their application.

Refusal of admission cannot entail any consequence for the Organiser other than the reimbursement of any sum already paid. Under no circumstances will the Organiser be liable for any financial compensation.

#### 3.2 Admission acceptance

The exhibitor will receive written confirmation (by post or email) of the acceptance of his application together with the invoice. Upon acceptance, the settlement of the aforementioned invoice becomes due, and applies even if the exhibitor should subsequently cancel his participation for any reason whatsoever (Article 5.2). Any prior correspondence or the exchange of documents between the Organiser and the exhibitor cannot under any circumstances be deemed to constitute acceptance.

## **ART 4: FINANCIAL CONDITIONS**

### 4.1 Exhibitors' registration fee

The prices of additional equipment and services are indicated in the registration folder relating to the Exhibitors' Village at the CHI Geneva.

### 4.2 Swiss Value Added Tax (VAT)

The Organiser's services are subject to VAT. The services rendered to exhibitors or co-exhibitors domiciled outside Switzerland are also subject to VAT, since it is the place of execution of the service (i.e. Switzerland) which is the determining factor.

### 4.3 Payment of various charges

The invoice covering admission fees as well as any additional services will be sent to the exhibitor with confirmation of his registration. Half the amount is to be paid within 15 days of receipt. The balance should be paid one month before the event.

The Organiser must be in possession of payment or documentary evidence of payment by no later than the first day of the official installation period, failing which the Organiser is entitled to deny the exhibitor access to the premises or remove the stand without delay and at the exhibitor's expense.

# 4.4 Terms of payment

Payment must be made in Swiss francs (CHF) to the bank account mentioned in the invoices.

### 4.5 Complaints

Any complaint concerning an invoice must be lodged no later than 30 days after the date of invoicing. Such a complaint does not affect in any way the obligation of the exhibitor to pay other invoices which are payable at the time of the complaint and does not entitle him to suspend any payment whatsoever to the Organiser or to suspend any other obligation whatsoever towards the latter. After expiry of this time limit no complaint will be entertained, and the payments shall be due to the Organiser.

# ART 5: CANCELLATION OF THE CONTRACT AND REDUCTION OF SURFACE AREA

### 5.1 Cancellation by the Organiser

Should it transpire that the conditions for admission are not met, or cease to be met, or should it transpire that admission was granted on the basis of the provision of inaccurate information or data, the Organiser may cancel the exhibitor's admission at any time without, in so doing, giving rise to any payment other than a possible reimbursement of the amounts paid. However, a fee of CHF 200.- will be retained by the Organiser as a contribution to administrative costs. Under no circumstances will the Organiser be liable for any financial compensation whatsoever. The Organiser is not obliged to state the reasons for his decision. Furthermore, the Organiser reserves the right to expel the exhibitor, in accordance with Article 15 of the Regulations.

### 5.2 Cancellation by the exhibitor

In the event of force majeure (Article 16.2), an exhibitor wishing to terminate the contract binding him to the Organiser must notify the latter in writing. The exhibitor, however, is not thereby released from his commitments. He remains liable for:

- Cost of the installations ordered and already carried out;
- Cost of advertising ordered and already executed;
- Additional miscellaneous costs;
- 50% of the rental fee if the exhibitor informs the Organiser between 31 October and 13 November 2024;
- 100% of the rental fee if the exhibitor informs the Organiser after 13 November 2024

These amounts will be payable even if all or part of the surface area left vacant is allocated to a new exhibitor.

#### 5.3 Non-attendance

The exhibitor who has not taken possession of his stand 12 hours before the opening of the event will be considered as defaulting. The defaulting exhibitor loses all entitlement to his stand. He is nevertheless liable for the total amount of the rental price of the stand and ancillary expenses. Furthermore, the Organiser reserves the right to pass on to the exhibitor concerned expenses resulting from non-occupation of the stand. The Organiser may then make use of the stand as he thinks fit.

### 5.4 Reduction by the exhibitor of the surface area after stand allocation

If an exhibitor reduces the surface area of his stand after it has been allocated to him by the Organiser, he remains liable for the total cost of the rental of the initial stand surface area plus ancillary expenses. Should the Organiser succeed in re-letting the stand area thus left vacant to another exhibitor, the exhibitor reducing his surface area must pay compensation of CHF 200.- by way of a contribution towards administrative costs.

### ART 6: VISA

Participants attending the event who require an entry visa into Swiss territory must undertake the necessary formalities well in advance of their departure for Switzerland. In order to obtain an entry visa into Switzerland, participants should contact the Swiss Embassy or Swiss Consulate in their country of origin. Exhibitors are also responsible for ensuring that their co-exhibitors comply with all the formalities. Upon written request, the Organiser will supply a confirmation of participation. The Organiser is under no circumstances liable for any refusal of visas.

# ART 7: ALLOCATION OF STANDS AND FLOOR PLAN

#### 7.1 Allocation of the surface area and the stand location

The Organiser will draw up an exhibition plan. Stands will be allocated freely, bearing in mind such factors as total surface area available, the number of exhibitors, the layout of the premises and the overall harmony of the exhibition.

In allocating stands, the Organiser is in no way bound by the wishes of the exhibitor as to the surface area and location of the stand, but such wishes will be taken into account as far as possible. Priority in the allocation of stands will go to exhibitors who attended the previous edition and to the partners of CHI Geneva.

The Organiser also reserves the right to change the stand allocated and to modify the dimensions or configuration of stands within acceptable limits and where compatible with the planned layout and overall presentation of the exhibition. On no account will the exercising of this right give rise to any kind of compensation in favour of the exhibitor.

### 7.2 Occupation of the stand

Occupation of the stand area is subject to payment in full of the amount due. Subject to these payments being made, the stand area will be made available to the exhibitor at the beginning of the official installation period, the date of which will have previously been communicated to him.

# ART 8: INSTALLATION, DECORATION AND OPERATION OF THE STAND

#### 8.1 Decoration

Instructions on stand layout are available in the CHI Geneva Village pack and on the Application to Exhibit form. Each exhibitor is required to familiarize himself with the location, exact dimensions, and the options for equipping and fitting out the stand he has been allocated. The exhibitor must arrange for his own stand to be equipped and fitted out. He is required to decorate it using fire-resistant or fire-retardant materials. The decorations must not exceed the height of the stand structure. As a general rule all hazardous materials are to be excluded. The Organiser reserves the right to remove or alter any installations which might disrupt the overall decoration of the Exhibitors' Village of the CHI Geneva, neighbouring exhibitors or the public, or which in general do not conform with the plan previously submitted, at the expense and risk of the offending party.

#### 8.2 Operation of stands

The exhibitors are required to ensure that their stands are permanently staffed during the opening hours of the Exhibitors' Village of the CHI Geneva. **Stands must not be dismantled prior to the official closing time**.

# **ART 9: SAFETY REGULATIONS AND SMOKING**

#### 9.1 Safety Regulations for exhibits

The Organiser reserves the right to verify the safety of exhibits and, if necessary, to remove any dangerous objects at the exhibitor's expense, without the latter having any recourse whatsoever against the Organiser or being able to claim any compensation whatsoever.

## 9.2 Dogs

Dogs are not allowed in any area of Palexpo.

# 9.3 Smoking

Smoking is strictly prohibited inside Palexpo buildings.

#### 9 / Accidente

In case of an accident, the Organiser reserves the right to take all necessary measures at the cost of the exhibitor and if necessary to hold the latter responsible for all costs incurred.

### ART 10: OBSERVANCE OF EXCLUSIVITY CONTRACTS

#### 10.1 General

Exhibitors and co-exhibitors must observe the exclusivity contracts concluded by the Organiser with certain suppliers and service providers as mentioned below.

### 10.2 Products and services

Some sponsors, in particular *ROLEX* and *UBS*, benefit from exclusivity rights during the CHI Geneva. Therefore, **no products or services similar to those offered by the aforementioned sponsors** are allowed to be sold or exposed on the commercial stands. In particular, no watches (Rolex or others, gadget watches, decorative watches or clocks, etc.) may be sold or exposed on stands.

If necessary the offending objects will be confiscated for the duration of the event.

#### 10.3 Publications

The publications of the event (official programme and daily newspaper "Le Paddock") and its media partners ("Bilan", "La Tribune de Genève" et "Le Cavalier Romand") are the only printed matters funded by advertising that can be distributed inside the grounds of the CHI Geneva.

The distribution of other publications (flyers etc.) is limited solely to the stand in question. (cf. Article 11.1)

# ART 11: ADVERTISING AND PHOTOGRAPHY

#### 11.1 Advertising

Sales promotion activities, surveys, and the distribution of publicity materials and any other form of publicity, are authorized only on the exhibitor's stand. Exhibitors are strictly prohibited from using audiovisual equipment in such a manner that the messages disseminated or shown may be seen or heard on one or more neighbouring stands. Any false or misleading advertising, of any nature whatsoever, is strictly prohibited and the perpetrator thereof may be expelled immediately from the event (Article 15).

#### 11.2 Photography

The exhibitor formally authorizes the Organiser, if he so wishes, to photograph or film the exhibitor, the exhibitor's team and the exhibits on his stand, free of charge. The Organiser may use these images in any medium notably for promotional purposes, in Switzerland and abroad, for an unrestricted period of time.

# ART 12: USE OF THE CHI GENEVA'S VISUAL IDENTITY

#### 12.1 Authorisation for use

Any exhibitor wishing to use the CHI Geneva's visual identity (for example on flyers or any other medium) should request prior authorisation from the Organiser.

## 12.2 Respect of visual identity

Should authorisation be granted in accordance with Article 12.1, the exhibitor is bound, when using the visual identity of the CHI Geneva, to respect the trademark, the graphic charter and the logo. The exhibitor will however have an obligation to respect the CHI Geneva logo and will be unable to modify it in any way. Before any use, the exhibitor will submit to CHI Geneva for approval all materials carrying the event's logo.

## ART 13: GENERAL REGULATIONS OF PALEXPO

When setting up any event at Palexpo, it is incumbent on the organisers and exhibitors to respect the site's general regulations. This document can be read and downloaded at the following URL: www.palexpo.ch/sites/default/files/reglementation\_generale\_utilisateurs\_site\_palexpo\_anglais\_0.pdf.

## **ART 14: RESPONSIBILTY AND INSURANCE**

## 14.1 Responsibility for exhibits, sales promotion activities and operation of stands

The Organiser does not accept any obligation to protect exhibits and stand equipment or fittings and refuses to accept, without prejudice to Article 100 paragraph 1 of the Swiss Code of Obligations, any liability for loss or damage, either while the objects are on the Palexpo site or during their transport. The Organiser also refuses to accept any liability for any damage resulting from sales promotion activities and presentations given by the exhibitor and from the operation of the stands.

### 14.2 Responsibility for damage caused to a third party

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

#### 14.3 Liability for auxiliary staff

By virtue of Article 55 and Article 101 of the Swiss Code of Obligations, the exhibitor is responsible for damages caused by his suppliers and other agents.

#### 14.4 Insurance

It is compulsory for each exhibitor to be insured against the risk of fire. Furthermore, exhibitors are also strongly recommended to insure their exhibits, as well as their stands, equipment and fittings against damage and loss during the CHI Geneva and during transport. All risks are entirely the responsibility of the exhibitors, who will be able to take out individual insurance policies if they consider it necessary (third party liability for damage caused to third parties and premises, accidents, theft, etc.).

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

# **ART 15: EXPULSION**

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

The expelled exhibitor is liable for the payment of the amounts due, for all expenses already incurred and for all ancillary expenses. The Organiser will then be able to dispose of the stand site, thus vacated, as he thinks fit.

# ART 16: CANCELLATION OR MODIFICATION OF THE EXHIBITION

#### 16.1 General

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

### 16.2 Force majeure

For imperative reasons or in the case of force majeure (i.e. unforeseen political, economic or health-related events, government decision), the Organiser is entitled to postpone the holding of the exhibition, to shorten or extend its duration or to cancel it without the exhibitors being entitled to withdraw or to claim any compensation. In the event of cancellation, the rental price of the exhibition surface area remains due, up to the amount that corresponds to the expenses incurred by the Organiser. Any remaining funds available, if applicable, will be reimbursed to exhibitors after the deduction of expenses. The exhibitors will not be entitled to claim any compensation whatsoever should the CHI Geneva not take place.

# ART 17: APPLICATION AND INTERPRETATION OF THE EXHIBITION REGULATIONS

Should the content of the present Exhibition Regulations give rise to divergent interpretations, the Frenchlanguage version will be binding.

All verbal agreements, individual authorisations and special regulations require written confirmation. The Organiser reserves the right to draw up special regulations that will take precedence over the present Regulations.

# **ART 18: COMPLAINTS**

In the case of a dispute based on the present Regulations and prior to any procedure, the exhibitor undertakes to submit his complaint to the Organiser within seven (7) days following the closure of the CHI Geneva.

The Exhibition Committee will take the final decision.

# ART 19: APPLICABLE LAW AND LEGAL JURISDICTION

Swiss law alone is applicable.

For any dispute that cannot be settled under Article 17 above, the parties acknowledge the exclusive competence of the courts of the Republic and Canton of Geneva, subject to an appeal to the Supreme Court (Tribunal fédéral).