

## TERMS AND CONDITIONS

These terms and conditions are the contractual agreement between Kenes International (the "**Organizer**") and the "**Exhibitor**".

### **Application to Participate**

Application to participate as Exhibitor in the Congress will be considered only if submitted to Kenes on the appropriate forms, duly completed. Registration will be confirmed insofar as space is available. Applicants will be informed in writing of the acceptance or refusal of their application. In case of refusal, all payments shall be fully refunded. In case of acceptance Exhibitor will be bound by the terms and conditions listed herein and/or in the prospectus and/or any other contractual agreement between the parties.

### **Obligations and Rights of the Exhibitor**

Registration implies full acceptance by the Exhibitors of the exhibition regulations. Any infringement of these regulations may lead to immediate withdrawal of the right to participate in the congress without compensation or refund of sums already paid, and without prejudice to the Exhibitor.

By submitting an application to participate, the Exhibitor makes a final and irrevocable commitment to occupy the space allocated and to maintain his/her/it installation until the date and time fixed for closure of the event.

The Exhibitor may only present on his/her/it stand or space the materials, products or services described in the application to participate. No advertising on behalf of firms not exhibiting is permitted in any form whatsoever. Transfer or sub-letting of all or part of the allocated spaces is prohibited.

### **Obligation and Rights of Organizer**

The Organizer undertakes to allocate to the Exhibitor a space on the basis of the preference expressed by applicants. Application will be considered in order of receipt of application forms accompanied by payment. The Organizer reserves the right, in case of absolute necessity, to modify the positioning of stands, with no obligation to provide compensation to Exhibitors. The Organizer reserves the right to offer to a different firm any stand space that has not been occupied by the time of the opening of the congress, with no obligation to provide compensation to the defaulting Exhibitor.

### **Liability/Insurance**

Equipment and all related display materials installed by Exhibitor are not insured by the Organizer, and the Organizer under no circumstances will be liable for any loss, damage or destruction caused to equipment, goods or property belonging to Exhibitor. The Exhibitor agrees to be responsible for his/her/its property and person and for the property and persons of his employees and agents and for any other third party who may visit his/her/its space. The Exhibitor shall hold harmless and indemnify the Organizer, its shareholders, directors, employees, agents and representatives, from any and all damages, loss, injuries, costs, penalties and claims, including those claims and damages usually covered by a fire and extended under a coverage policy, sustained or incurred by the Exhibitor and/or their affiliates and/or representatives in connection with the Exhibitor's materials, equipment, goods or property used or displayed in the event. The Exhibitor will purchase insurance policies for the above listed damages.

Organizer reserves the right to change the venue, time and date of any Congress activities without being liable to Exhibitor for any damages or loss resulting therefrom. Exhibitor will be notified in writing as soon as a change is made.

### **Exhibition Regulations**

The exhibition manager (the "**Exhibition Manager**"), acting under direction of the organizing committee, has the final decision as to the acceptability of displays. Exhibitors are not allowed to share with others any space allotted to them without prior written consent by the Exhibition Manager.

The Organizer reserves the right to alter the general layout or limit the space allotted to each Exhibitor, postpone the exhibition or transfer it to another site if unforeseen circumstances warrant such action. Should any contingency prevent the holding of the exhibition, the Organizer will not be held liable for any expenses incurred other than the cost of exhibit space rental fees.

All exhibits are to be displayed so as to avoid blocking aisles, obstructing adjoining booths, damaging the premises or the leased equipment. The Exhibitor is kindly requested to allow sufficient see-through areas, which ensure clear views of surrounding exhibits.

In standard booths, height is restricted to 246cm. Exhibitors are responsible for the cost and execution of the design, installation and delivery of their display to (and its removal from) the exhibition site.

Flammable materials are not allowed to be utilized. Equipment displayed or demonstrated must be installed with strict adherence to safety measures.

The Exhibitors undertake to observe the timetable designated for completion of their display before the exhibition opening and its dismantling at the close of the exhibition. No dismantling or packing of the display before the designated hour is allowed. It is the Exhibitor's responsibility to pack and remove or consign for shipment all items of value prior to leaving their exhibit unattended, otherwise the Organizer will arrange for their removal at the Exhibitor's risk and sole expenses. Exhibitors are obliged to ensure that their stands are permanently staffed during the exhibition opening hours.

Payment is to be made in accordance with the conditions of payment listed in the prospectus or as shall be agreed in writing with the Organizer. Should the Exhibitor fail to make such payment on time, the Organizer shall be entitled to terminate the contract, withdraw confirmation of acceptance, make other arrangements for the space or seek compensation for non-fulfilment of contract. Participation by Exhibitor is dependent upon compliance with all rules, regulations and conditions stated herein.

Access to the exhibition is authorized on presentation of a badge issued by the Organizer. Exhibitor's badges will not be mailed in advance and may be collected from the Exhibition Manager's desk on the exhibition commencement date.

The Organizer ensures daily cleaning of the aisles. Exhibitors are responsible for the cleaning of their stands.

The provision of refreshments for the participants by Exhibitor is only permitted if the catering regulations of the exhibition building concerned are observed.

Organizer is not liable or responsible for the quality and/or quantity of the Exhibitor's refreshments. The Exhibitor shall fully indemnify, defend and hold harmless the Organizer, its shareholders, directors, employees, agents and representatives, from and against any and all liability, losses, claims, actions, proceedings, injuries, demands, fees, penalties, judgments, fines, damages, costs and/or expenses (including reasonable attorneys' fees and costs) sustained or incurred by any third party in connection with the use or consumption of the Exhibitor's refreshments.

All demonstrations or instructional activities must be confined to the limits of the exhibition stand, with prior consent from the Organizer. Advertising material and signs may not be distributed or displayed outside the exhibitor's stands. Advertising panels and display are not permitted outside the exhibition areas allotted to the Exhibitors. Sound equipment must be regulated and directed into the stand so that it does not disturb neighbouring exhibits. The exhibition management reserves the right to require the Exhibitor to discontinue any activity, noise or music that is deemed objectionable.

Exhibition areas and fittings made available to Exhibitor must be handed back in their original condition. In case of damage or loss of equipment provided, or damage to areas occupied, repair and replacement will be charged to the Exhibitor. Any special decoration or fittings must be submitted to the Organizer for prior authorization.

The Organizer will not approve stands, which do not comply with the accepted standards, until the necessary changes have been made.

### **Industry Code of Practice**

It is the Exhibitor's responsibility to comply with the local authority's regulations, EFPIA (European Federation of Pharmaceuticals Industries & Associations) [www.efpia.org](http://www.efpia.org), Eucomed (represents Medical Technology industry) <http://archive.eucomed.org/> and IFPMA (International Federation of Pharmaceutical Manufacturers & Associations) [www.ifpma.org](http://www.ifpma.org) code of practice on the promotion of medicines. Failure to comply with these regulations may not be used as a ground to declare the contract void. Failure to comply with the rules and regulations will not expose the Organizer to any suits, demands by the Exhibitor or any other third party.

### **CME**

Absolutely no promotional activities will be permitted in the same room immediately prior to, during, or after a CME activity. Exhibit materials must be in a room or area separate from the education and the exhibits must not interfere, or in any way, compete with the learning experience. All promotional activities including interviews, demonstrations, and the distribution of literature or samples must be made within the Exhibitor's space only; canvassing or distributing promotional materials outside the Exhibitor's rented exhibit space is not permitted.