

# EXHIBITION REGULATIONS AUTOMNALES 2021

## TABLE OF CONTENTS

ART 1	ORGANISATION
ART 2	PLACE, DATE AND OPENING HOURS OF THE EXHIBITION
ART 3	EXHIBITION PROGRAMME AND DISPLAYED OBJECTS
ART 4	APPLICATION FOR ADMISSION – EXHIBITION CONTRACT
ART 5	EVALUATION OF THE APPLICATION AND CONDITIONS OF ADMISSION
ART 6	ALLOCATION OF STANDS AND FLOOR PLAN
ART 7	CANCELLATION OF THE CONTRACT AND REDUCTION OF SURFACE AREA
ART 8	FINANCIAL CONDITIONS
ART 9	INVOICES, VAT, PAYMENTS AND COMPLAINTS
ART 10	EXHIBITOR PASSES AND INVITATIONS
ART 11	VISAS – AUTHORISATIONS
ART 12	EXHIBITOR'S MANUAL AND CIRCULAR LETTERS
ART 13	INSTALLATION, DECORATION AND OPERATION OF THE STAND
ART 14	SAFETY REGULATIONS, SMOKING BAN, ANIMALS AND PUBLIC HEALTH
ART 15	CATALOGUE AND PRINTED MATTERS
ART 16	ADVERTISING AND ETHICAL BEHAVIOUR
ART 17	OBSERVANCE OF RIGHTS OF INTELLECTUAL PROPERTY
ART 18	DATA PROTECTION
ART 19	RESPONSIBILITY AND INSURANCES
ART 20	EXPULSION
ART 21	FORCE MAJEURE
ART 22	CANCELLATION OF THE EXHIBITION
ART 23	SETTLEMENT OF DISPUTES
ART 23	EXHIBITION REGULATIONS
ART 25	APPLICABLE LAW AND LEGAL JURISDICTION

## ART 1 ORGANISATION

The exhibition "les Automnales", is organised by PALEXPO SA (hereinafter the Organiser), company whose goal is to own, to manage and to operate the exhibition and congress centre of Geneva / Le Grand-Saconnex, Switzerland (hereinafter PALEXPO).

## ART 2 PLACE, DATE AND OPENING HOURS OF THE EXHIBITION

The following events will take place at PALEXPO:

- « Les Automnales » from Friday the 12th until Sunday the 21st 2021.
- « Le Stock Armée » from Friday the 12th until Sunday the 21st 2021.
- « Le Salon de la voyance » from Friday the 12th until Sunday the 21st 2021.
- « Le Salon de l'art du mouvement » from Friday the 12th until Sunday the 21st 2021.
- « Cook'n>Show » from Friday the 12th until Sunday the 21st 2021.
- « Expo Juniors » from Friday the 12th until Sunday the 21st 2021.
- « Le Monde des Trésors » from Friday the 12th until Sunday the 21st 2021.
- « Salon nautique du Léman » from Friday the 12th until Sunday the 14th 2021.
- « Le Salon de la montagne » from Friday the 12th until Sunday the 14th 2021
- « ARVINIS, le salon suisse du vin » from Friday the 12th until Monday the 15th 2021.
- « Le Salon du mariage » on Saturday the 13th and Sunday the 14th 2021.
- « Le Salon bébé et moi » from Friday the 19th until Sunday the 21st 2021.
- « The International Dog Show » from Friday the 19th until Sunday the 21st 2021.
- « Le Salon des Thérapies Naturelles » from Friday the 19th until Sunday the 21st 2021.
- « The International Cat Show » on Saturday 20th and Sunday the 21st 2021.

### Opening hours (\*)

- Exhibition:  
11 am – 9 pm Monday to Saturday  
10 am – 8 pm on Sunday
- Restaurants:  
11.30 am – 10 pm Monday to Saturday (last service at 9 pm)  
11 am – 8 pm on Sunday (last service at 7 pm)

(\*) *subject to modification*

## ART 3 EXHIBITION PROGRAMME AND DISPLAYED OBJECTS

### 3.1 Exhibition programme

The exhibition programme includes:

- Presentation and sale stands of products and consumer goods, handicrafts, culinary and entertainment;
- Bars and restaurants;
- General public, cultural, musical, festive, sports events and animations;
- Associations, organisations and institutions.

### 3.2 Category of Exhibitors

The categories of Exhibitors are the following:

- Agriculture & animals
- Food – Local products
- Food – Flavours of the world
- Outside arrangement
- Furniture and home decoration
- Crafts and handicrafts
- Associations, clubs
- Kitchen
- Appliances
- Housing and construction
- Local institutions
- Games and toys for children
- Bedding
- Leisure and travel
- Medias
- Mobility
- Fashion, textile and accessories
- Multimedia and video games
- Home ware and demonstrations
- Swimming pools, saunas and spas
- Restaurants & bars
- Health and Wellness
- Sports, sport equipment

*Subject to modification*

### 3.3 Displayed objects

It is the exclusive right of the Exhibitor to choose the displayed goods. The Organiser rent the exhibition surface to Exhibitors and will not intervene with regard to the content of the displayed objects as long as they are related to the Automnales. The Exhibitor has to make sure that the displayed objects are conforming to the current laws of Switzerland and the State of Geneva.

The Organiser may request that further information on the intended exhibits be provided. The Organiser has the right to limit the number of exhibits or to refuse some of them without having to state the reasons. Any items which might not have been accepted by the Organiser will not be allowed to be exhibited and the Organiser reserves the right to have them removed from the stand at the Exhibitor's expense (Article 14.1).

### 3.4 Foodstuffs and consumer items

A new Act on Foodstuffs and Consumer Items (ODAIUOs, RS 817.02) - <https://www.admin.ch/opc/fr/classified-compilation/20143388/201705020000/817.02.pdf> - has entered into force.

As of the 1st of May 2018, according to article 73 paragraph 1 of ODAIUOs, it is now necessary to appoint a responsible person with a professional address in Switzerland for each establishment in the food and consumer items sector.

The announcement form is available at the following address: <https://www.ge.ch/fabriquer-importer-commercialiser-denrees-alimentaires>.

For any temporary application, please contact the secretariat of the Automnales.

## ART 4 APPLICATION FOR ADMISSION – EXHIBITION CONTRACT

### 4.1 Formalities

Individuals or corporate entities (companies and organisations) who would like to participate as an Exhibitor in les Automnales 2021 should register by means of the Application Form or on-line on the website. The deadline for the receipt of applications by the Organiser is September 30th, 2021.

**The registration is free of charge for application received until August 31st (included), 2021 (Article 8.1).**

The Exhibitors who register from September 1st, 2021 must pay the registration fee.

The Application Form must be returned duly completed, signed and dated by the Exhibitor and/or the co-Exhibitor or completed online on the website, before expiry of the deadline for registration indicated on the form and/or these present Regulations.

Returning the Application Form as a hard copy or the online application form in no way constitutes an automatic right to participate in the exhibition. The Application Form will be provisionally registered by the Organiser, who will evaluate it in particular by applying the criteria specified in Article 5 of the present Regulations.

### 4.2 Legal status of the Application Form

The Application Form has the status of a firm offer to contract by virtue of the signature of the Exhibitor. The online application form has the status of a firm offer to contract by virtue as of the Exhibitor's confirmation of his demand. The Application Form then acquires the status of a contract once it has been registered and confirmed in writing to the Exhibitor by the Organiser (Article 5.4).

By signing the Application Form, or by confirming the online application form, the Exhibitor:

- Undertakes to participate in the exhibition;
- Undertakes to abide by the articles of the present Regulations, the conditions of the Application for Admission, the tariff conditions and any other contractual document which might bind him to the Organiser;
- Undertakes to pay the amounts due (Articles 8.1 and 8.2) even if, for any reasons whatsoever, he subsequently decides not to take part in the exhibition or were to be prevented from doing so. Every subsequent amendment to or revocation of the Application shall be governed by the provisions of Articles 7 and 9 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 in the exhibition;
- Accepts, unless the Organiser is notified to the contrary, that the information concerning his personnel, his company and his visitors may be processed for statistical and promotional purposes by the Organiser or a third party commissioned by him.

### 4.3 Transferability and sub-letting

Exhibitors do not have the right to transfer or to sub-let all or part of the stand area which have been allocated to them. The Organiser may however, upon prior request of the Exhibitor, authorise an Exhibitor to share his stand with one or several co-Exhibitors (see Article 4.4).

### 4.4 Co-Exhibitors

Co-Exhibitors are deemed to be individuals or corporate entities that appear in some form or another (addresses, objects or physical presence) on an Exhibitor's stand (Article 3.2).

Only the main Exhibitor has the right to announce one or several co-Exhibitors. With the inscription, the main Exhibitor has to communicate the name, the corporate name and the share of the stand of each one of his co-Exhibitors.

The participation of the co-Exhibitors in the exhibition is subjected to the same conditions as those applicable to the main Exhibitors (in particular Articles 4.1 and 4.2).

**The main Exhibitor is jointly and individually liable, towards the Organiser, for all payments and other obligations of his co-Exhibitor(s).**

If the co-Exhibitor is accepted, the main Exhibitor will pay the registration fee payable for his co-Exhibitor(s) as well as any additional expenses (Article 8).

Any provision contained in these Exhibition Regulations and/or in any document or regulation which contains any obligation applicable to the Exhibitor, will automatically apply to any co-Exhibitor, unless otherwise specified.

## ART 5 EVALUATION OF THE APPLICATION AND CONDITIONS OF ADMISSION

### 5.1 Selection criteria

All Application Forms submitted by the different Exhibitors and co-Exhibitors will be examined by the Organiser and the Exhibition Committee, who will make the selection based mainly upon the following criteria:

- Availability of exhibition space;
- The conformity of the exhibited objects and services with the exhibition programme (Article 3);
- The entry in the Companies Register (over 12 months old);
- The payment of the amounts due (Article 8).

### 5.2 Conditions of Admission

Only the Organiser shall take the final decision as to whether or not to admit individuals or corporate entities as well as exhibits. **It may reject any application without having to state the reasons.**

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.

Special requests concerning the stand location or requests for a competitor to be excluded cannot be accepted as a condition of entry by an Exhibitor.

### 5.3 Refusal of admission

The Organiser may refuse admission in the following cases in particular:

- If the sector in which the Exhibitor or co-Exhibitor wishes to be placed is complete;
- If it transpires that the Exhibitor or the co-Exhibitor jeopardizes or risks jeopardizing the smooth operation of the exhibition, the reputation or the material 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;
- If the Exhibitor or co-Exhibitor has not paid all amounts due.

Refusal of admission shall be notified to the Exhibitor or co-Exhibitor in writing, no later than 30 days after receipt of the Application. The Organiser reserves the right to refuse admission at a later date, should further relevant information subsequently become available.

Refusal of admission cannot entail any consequence for the Organiser other than the reimbursement of any sum already paid, with the exception of an amount of **CHF 200.- (VAT excluded)** retained by way of a contribution to the administrative expenses.

**Under no circumstances will the Organiser be liable for any damages whatsoever.**

#### 5.4 Admission acceptance

Acceptance of the Application shall be notified by the Organiser to the Exhibitor either by letter or e-mail or by sending the first invoice. This written notification or the invoicing constitutes the Organiser's acceptance of the Exhibitor or co-Exhibitor, subject to the effective and full payment of the amounts due to the Organiser (Article 8). Any prior exchange of letters or any documents between the Organiser and the Exhibitor or co-Exhibitor cannot under any circumstances be deemed to constitute acceptance.

Upon acceptance, the settlement of the aforementioned amounts becomes due, and applies even if the Exhibitor or co-Exhibitor should subsequently cancel his/her participation for any reason whatsoever (Article 7.1).

### ART 6 ALLOCATION OF STANDS AND FLOOR PLAN

#### 6.1 Choice of surface and stand location

The Exhibitor expresses his choice of surface and stand location through the Application Form.

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

The Organiser alone is responsible for the allocation of the stand area and its location, taking into account the criteria listed in Article 5.1 and following receipt of the payment of the first installment (Article 9.3).

The Organiser endeavours to establish a floor plan, taking into account the Exhibitor's wishes regarding the stand surface area and stand location. The Exhibitor's preferences regarding the location are not binding upon the Organiser. The latter reserves the right to move a chosen or allocated site, to modify the dimensions or the configuration of the stands within acceptable limits and to an extent which is compatible with the layout concept and the overall presentation of the exhibition. The exercise of such a prerogative shall not under any circumstances give rise to any compensation whatsoever to the Exhibitor.

The Exhibitor is notified of the location of their stand by a floor plan sent by the Organiser. It is incumbent upon the Exhibitor to ensure that the site corresponds to that which is indicated on the plan.

#### 6.3 Occupation of the stand

Occupation of the stand area is subject to payment in full of the amounts due (Articles 8 and 9.1). Subject to these payments being made, the stand area will be made available to the Exhibitor at the beginning of the official assembly period, whose date will previously have been communicated to him, subject to the Organiser's right to impose shorter time-limits.

### ART 7 CANCELLATION OF THE CONTRACT AND REDUCTION OF SURFACE AREA

#### 7.1 Cancellation by the Exhibitor

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:

- The total amount of the Exhibitor's and co-Exhibitor's registration fees as well as the rental price of the stands surface;
- The cost of the installations ordered and already carried out;
- The cost of advertising ordered and already executed;
- Any ancillary expenses.

However, the Organiser may reduce his claims related to the booking to:

- **25%** of the total rental fee, plus any ancillary expenses and any other amounts for which he is liable, if the Exhibitor informs the Organiser **until September 15<sup>th</sup>, 2021** (included);
- **50%** of the total rental fee, plus any ancillary expenses and any other amounts for which he is liable, if the Exhibitor informs the Organiser **until September 30<sup>th</sup>, 2021** (included).

In the event of cancellation **after September 30<sup>th</sup>, 2021**, the total rental cost, plus any other ancillary expenses already incurred, will be charged, regardless of any rental of the stand surface to a third party by the Organiser.

In any case the total amount of the registration fee of both the Exhibitors and co-Exhibitors are due.

In the event that all or part of the surface area left vacant by the Exhibitor is allocated to a new Exhibitor or transferred to an Exhibitor to whom a site had already been allocated (transfer carried out by the Organiser), the Exhibitor who has withdrawn will nevertheless have to pay the total amount of the rental price of the stand surface area plus any ancillary expenses.

Should a co-Exhibitor decide not to participate, the total amount of the co-Exhibitor registration fee is due plus any ancillary expenses.

The Organiser may dispose of a stand that remains unoccupied 24 hours before the opening of the exhibition. The defaulting Exhibitor loses all entitlement to his stand. He is nevertheless liable for the total amount of the rental price of the stand surface area and the ancillary expenses. Furthermore, the Organiser reserves the right to pass on to the Exhibitor concerned the expenses resulting from non-occupation of the stand.

#### 7.2 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 or the co-Exhibitor's admission at any time without, in so doing, giving rise to any payment other than the possible reimbursement of the amounts paid, with the exception of an amount of CHF 350.- (VAT excluded) due by the Exhibitor and of the registration fee of CHF 600.- (VAT excluded) due by every co-Exhibitor, by way of compensation. Under no circumstances may the Organiser be held liable for any damages whatsoever.

The Organiser is not obliged to state the reasons for its decision.

### 7.3 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 amount of the rental price of the exhibition surface area and the ancillary expenses.

Should the Organiser succeed in re-letting the stand area thus left vacant to another Exhibitor who was not yet registered at the date on which the stand area was reduced, the Exhibitor reducing his surface area must pay compensation of CHF 200.– (VAT excluded) by way of a contribution towards administrative expenses.

## ART 8 FINANCIAL CONDITIONS

### 8.1 Registration fee

The Exhibitors and co-Exhibitors must pay a registration fee (see the Application Form).

The registration fee includes :

- The writing on the banner of an **equipped stand** ; only one writing by Exhibitor or co-Exhibitor is authorised by module of stand;
- An entry in the official catalogue;
- An entry in the Exhibitors list.

The registration is free of charge for application received until **August 31<sup>st</sup>, 2021** (included).

### 8.2 Rental fee

The detailed rental fee is mentioned on the Application Form.

## ART 9 INVOICES, VAT, PAYMENTS, AND COMPLAINTS

### 9.1 Invoices and terms of payment

The Organiser's invoices are payable **net upon receipt** and without discount. Payments must be made in Swiss Francs (CHF) and by payment to the bank account(s) mentioned on the invoices or by credit card. Payments by cheques are not accepted.

Expenses relating to the additional services will be invoiced to the Exhibitor prior to, during and after the exhibition.

The invoicing system consists of one or more **invoices in instalments** and a **final summary invoice**.

#### Invoicing details:

**1<sup>st</sup> instalment** = minimum 20% of the rental fee (+ waste fee) and 100% of the registration fee. To be sent out after the registration confirmation.

**2<sup>nd</sup> instalment** = the remaining balance of the rental fee (+ waste fee).

**3<sup>rd</sup> instalment and following** = amount of ordered technical services. To be sent out from October on.

**Final summary invoice** = summary of instalment and technical orders amounts as well as all other charges (insurance, electricity, additional exhibitor passes, etc.). Payment is due in full by November 8th, 2021.

The Organiser must be in possession of payment or documentary evidence of the payment for all previously billed amounts, no later than the first day of official build-up period, failing which the Organiser is entitled without specific prior notice and/or notification, to deny the Exhibitor access to the premises or have his stand removed without delay and at the Exhibitor's expense.

### 9.2 Swiss value-added tax (VAT)

The Organiser's services are subject to VAT unless an exemption is granted by virtue of Articles 143 to 150 of the Federal law governing Value Added Tax of November 27, 2009. The services rendered to Exhibitors or co-Exhibitors domiciled outside Switzerland are also subject to VAT, the place of execution of the services (Switzerland) being decisive by virtue of Article 8 al. 2, let. B of the Federal law governing Value Added Tax of June 12, 2009. However, such Exhibitors or co-Exhibitors have the option, subject to certain conditions; of applying for reimbursement of these taxes (see the form in the Exhibitor's Manual).

VAT is applied / payable at the rate of 7.7% (subject to modification).

Unless otherwise specified, the prices quoted in these regulations do not include VAT.

### 9.3 Failure to observe payment deadlines

The Organiser is entitled to suspend the execution of all its obligations in the event of non-payment, without sending any prior notification.

Non-payment by the due date of each invoice shall entail by right the liability to pay interest on arrears at the rate of 5% per annum without any prior notification being required.

**Failure to pay the first instalment invoice will lead to temporary suspension, until payment of the amount, for the participation process.**

In case of failure to observe the deadlines or to pay the rental price, the exhibitor shall not be released from his liabilities. He shall remain liable for:

- The rental price of the stand surface area;
- The registration fee for his co-Exhibitor(s);
- The cost for technical installations and/or other services which he has ordered and which have already been executed;
- Any other ancillary expenses.

### 9.4 Complaints concerning invoices

Each 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 do 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 10 EXHIBITOR PASSES AND INVITATIONS

### 10.1 Exhibitor passes

Exhibitor passes for stand staff will be allocated free of charge to the Exhibitor, according to the allocated stand area on the ground.

The Exhibitor passes are available at the Exhibitor's Desk as of the first day of the instalment period.

Additional passes may be ordered through the Organiser at a fee of **CHF 30.-/piece**. There will be no reimbursement under any circumstances.

These additional Exhibitor cards will not be taken back or refunded under any circumstances.

The Organiser may at any time request specific information about such staff and the use of Exhibitor badges.

Exhibitor passes which are sold or lent will be withdrawn.

## 10.2 Invitations

Free visitor invitations to the exhibition will be allocated free of charge to the Exhibitor, according to the allocated stand area on the ground.

These invitations are exclusively at the disposition of clients/visitors and under no circumstances to be used by the stand staff, who has to order Exhibitor passes (Article 10.1).

## 10.3 Visitors' admission fee

The visitor's admission fee will be decided later.

**Lost passes, access badges and invitations will not be replaced under any circumstances.**

## ART 11 VISAS – AUTHORISATIONS

Participants attending the event, who require an entry visa into Swiss territory and/or any specific authorisation in connection with the exhibition 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 applicable formalities in particular the consular formalities.

Upon written request, the Organiser will supply a confirmation of participation. The Organiser is under no circumstances liable for any refusal of visas or other authorisation.

## ART 12 EXHIBITOR'S MANUAL AND CIRCULAR LETTERS

The Exhibitor's Manual of les Automnales 2021 and the parallel Salons will be at: <http://www.palexpo.ch/en/exhibitor-area>.

The content of the Exhibitor's Manual may be amended at any time by the Organiser, without prior notice and/or notification. The content of the amended Exhibitor's Manual will be automatically binding upon the Exhibitors and co-Exhibitors as soon as it is made available. The Organiser recommends that the Exhibitors and co-Exhibitors consult the on-line Exhibitor's Manual regularly in order to be informed of any such changes.

The online Exhibitor's Manual, which contains in particular the regulations of PALEXPO SA, newsletters of the exhibition (which are subsequently sent out to Exhibitors), the online shop i.e. the internet selling system of the services provided by PALEXPO SA, are an integral part of the present Regulations.

## ART 13 INSTALLATION, DECORATION AND OPERATION OF THE STAND

### 13.1 Decoration Regulations

Each Exhibitor is to obtain information on the location, exact dimensions and the options for equipping and fitting out the stand he has been allocated. The Organiser is available to show the Exhibitor around the stand site. The boundaries of the stand must not be exceeded under any circumstances.

The stands height limit is set at:

- Maximum 3.5 m for stands located in the central parts of the exhibition;
- Maximum 6 m for stands leaning against the walls of the halls.

Regarding the suspension of objects, their maximum height cannot exceed 9.5 m and must be submitted to the Organizer for prior approval.

**Hanging tarpaulins can not exceed 1.5 m by 4.5 m.**

**The corridor between two stands of the same exhibitor must not be connected by a structure or a canopy.**

Major equipping projects must be previously submitted to the organizer, email address: [info@automnales.ch](mailto:info@automnales.ch).

For every stand order (except booths), the Exhibitor is bound to comply with the number of open/closed sides, as specified in the order. This means, the Exhibitor must assemble or orders, bearing the costs, stand walls for all closed sides of the stand surface. The use of the wall from the neighbor Exhibitor is not allowed (unless agreed with this Exhibitor). Furthermore, the open sides of the stand, as specified in the order, must be kept open. However, it is allowed that these sides might be partially closed, but only up to one third of the length per side.

The Exhibitor must arrange for his stand to be equipped and fitted out himself. He is required to decorate it using **fire-resistant or fire-retardant materials**. As a general rule, all hazardous materials are to be excluded.

In the event of loss or damage, the Organiser is entitled of take all necessary measures at the Exhibitor's expense and shall hold the latter liable.

The regulations governing stand equipment and fittings are included in the online Exhibitor's Manual.

The Organiser further reserves the right to remove or alter installations which might disrupt the general decoration of the exhibition, neighbouring Exhibitors or the public or which in general, would not conform to the plan submitted previously, at the expense and risk of the offending party.

### 13.2 Operation of stands

Exhibitors are required to ensure that their stands are permanently staffed during exhibition opening hours. **Stands must not be dismantled prior to the official closing time.**

If the Exhibitor does not comply with the official opening hours (article 2), opens his stand after closing time or closes it early, he is liable to be punished with a fixed fine of CHF 200.-. Should the Exhibitor repeat this behaviour, the Organiser reserves the right not to accept the Exhibitor for the following editions.

### 13.3 Observance of exclusivity contracts

Exhibitors and co-Exhibitors must observe the exclusivity contracts concluded by the Organiser with certain suppliers and service providers, such as:

- Automatic banking facilities;
- Fixed and mobile advertising areas outside and inside the building, including their contents may not be removed or concealed;
- Handling, loading and unloading of goods as well as the rental of handling equipment.

### 13.4 PALEXPO Catering exclusivity

Customers must respect the catering exclusivity of PALEXPO as set out below:

#### Fixed catering facilities and Congress Centre

- a) The operation of the fixed catering facilities is to be conducted solely by "Palexpo Restaurants", the official PALEXPO onsite caterer, for the permanent bars and restaurants as well as for the Congress Centre and the Villa Sarasin.
- b) Creation and operation by «Palexpo Restaurants» of restaurants and bars temporarily fitted out in the halls or elsewhere on the PALEXPO site.

## Mobile catering services in the exhibition halls

c) Their operation is to be conducted solely by "Palexpo Restaurants" and its approved partners\*, namely for:

- The preparation and delivery of food and beverages to the booths;
- The running of restaurants on exhibitors' booths;

\* You can find the list of PALEXPO SA approved catering Partners by following this link: <https://palexpo.ch/en/providers/restaurants>

## ART 14 SAFETY REGULATIONS, SMOKING BAN, ANIMALS AND PUBLIC HEALTH

### 14.1 Safety regulations for exhibits

The Organiser reserves the right to verify the safety of exhibits and to ensure that they were mentioned on the Application Form. If necessary, the Organiser reserves the right to remove, at the Exhibitor's expense, any dangerous objects whose admission has not been requested or granted on the required forms, without the latter having any recourse whatsoever against the Organiser or being able to claim any compensation whatsoever.

### 14.2 Smoking ban

**Smoking is strictly prohibited inside the PALEXPO premises.**

All users of the PALEXPO site are requested to comply with, and to enforce, the no smoking policy everywhere inside the PALEXPO premises.

Thank you for respecting this legal provision and for including it in all your documents.

Such ban on smoking also covers any item whose functioning or effects could be compared to a cigarette, in particular for reasons attributable to any technical features, process, or relevant components, or producing any emanations which could potentially disturb any person (e.g. e-cigarettes or any other device).

### 14.3 Animals

Animals are not allowed inside PALEXPO premises, except during special events dedicated to them.

### 14.4 Sanitary regulations

Exhibitors and co-Exhibitors must comply with the health regulations and recommendations operative at Palexpo and those issued by the competent federal and cantonal authorities, in particular in the context of the fight against the Covid 19 pandemic.

## ART 15 CATALOGUE AND PRINTED MATTERS

The Organiser has the exclusive right to publish the official catalogue and also reserves the option of publishing other printed matter.

The catalogue entry is free of charge and is compulsory. Exhibitors and co-Exhibitors are required to supply the information necessary for their registration and for their inclusion on the visitors' plan and the Exhibitors list (on the web site), upon receipt of the appropriate form.

The Organiser declines any responsibility for entries which contain errors, are incomplete or are not submitted.

## ART 16 ADVERTISING AND ETHICAL BEHAVIOUR

### 16.1 Advertising

All sales promotion activities, surveys and the distribution of advertising material and any other form of advertising are authorised only on the Exhibitor's stand and on the advertising boards or other official advertising panels available for hire from the Organiser.

The Exhibitors and co-Exhibitors should stay on their stand.

It is strictly forbidden to hail and/or approach visitors or other Exhibitors from the common areas of the exhibition (outside your stand).

Exhibitors are strictly prohibited from using audio-visual equipment in such a manner that the messages disseminated or shown may be seen or heard on one or more of the 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 20).

### 16.2 Ethical behaviour

The Exhibitor charter, established in order to guaranty the quality of products as well as appropriate ethical behaviour on sales procedures, must be read through by the Exhibitor, signed and sent back to the Organiser. It is part of the overall regulation of the fair.

### 16.3 Sales procedures

Any Exhibitor or co-Exhibitor who registers an order or cash a deposit or a sale is required to give his client a purchase order or a receipt bearing his business name and his domicile; these documents must be duly dated and signed.

It is forbidden for companies, representatives or persons not having the status of Exhibitor or co-Exhibitor to place orders and/or sales within the Automnales.

The take-away sale of alcoholic beverages, excluding sweet wine-wine and / or champagne which will only be sold in «ARVINIS, le salon suisse du vin» fair, is authorized within the limit of four (4) bottles per visitor. They will have to carry their bottles in a bag or by hand but are in no case allowed to use caddys, trolleys, etc.

Any Exhibitor or co-Exhibitor who wishes to offer a bottle to a visitor in thanks for an order, must imperatively mention it as such (to facilitate a possible control at the exit).

- We remind you that auction sales and any type of scam sales are strictly forbidden;
- Each company must maintain at all times on the stand a qualified managing person or an authorised representative from the company. This person will be responsible for monitoring the conduct of its vendors towards the visitors, including the salesmen not directly affiliated with his company. Should aggressive practices or practices invalidating the free consent of the consumer arise, they can be unilaterally sanctioned by the organizer, up to the closing down of the stand;
- The Organiser has the right to impose a limited number of sellers per stand area in order to counter certain type of inappropriate sales methods.

### 16.4 Photography

The Exhibitor formally authorises the Organiser, free of charge, to:

- Photograph and/or film the Exhibitor, the Exhibitor's team and the exhibits on his stand;
- Use these images in any medium, notably for promotional purposes in Switzerland and abroad for an unrestricted period of time.

## ART 17 OBSERVANCE OF RIGHTS OF INTELLECTUAL PROPERTY

### 17.1 Intellectual Property

The Exhibitor and the co-Exhibitor must observe the rights of intellectual property (patents, designs, topographies, copyrights, trademarks, graphic charters, logos, etc.) of other Exhibitors and co-Exhibitors as well as those of the Organiser PALEXPO SA.

Exhibitors and co-Exhibitors are particularly bound to observe the use of the trademark, the graphic charter and the logo of the Automnales 2021 exhibition.

By submitting the Application Form, the Exhibitor agrees to submit, during the entire duration of the Automnales 2021, any dispute, claim or complaint related to the goods exhibited based on intellectual property rights protected in Switzerland (with the exception of patents) to the «Palexpo Fast-Track Intellectual Property Dispute Resolution Procedure». See <http://www.palexpo.ch/en/exhibitor-area> for the «Fast-Track Procedure».

The «Fast-Track Procedure» has been developed in collaboration with the WIPO Arbitration and Mediation Center. Its purpose is to protect exhibitors against counterfeit products.

## ART 18 DATA PROTECTION

### 18.1 Applicable regulation

Each of the Exhibitors declares, by delivering the Admission Request to the Organizer, that him/her/itself and each of his/her/its potential auxiliaries (irrespective of the qualification of the legal relationship between them), comply with all applicable regulations concerning data protection, including in particular the Federal act on data protection and, as applicable, the General Data Protection Regulation.

### 18.2 Authorization of data processing

Each of the Exhibitors declares, by delivering the Admission Request to the Organizer, that he/she/it accepts that all data, including personal data, that he/she/it transfers, including data which have been transferred and data that will be transferred, to the Organizer, in the context of the contacts with the latter (hereafter: the Data), can be processed by the Organizer for statistics and promotional activities (including for marketing purposes). Accordingly, each of the Exhibitors authorizes the Organizer to process the Data for such purpose, it being specified that such authorization is also valid for any entity of the group to which the Organizer belongs as well as any third party which may be requested to provide assistance to any of the Organizer and/or the group entities in order to process all or part of such Data according to the foregoing.

In addition, each of the Exhibitors specifically authorizes any relevant administrative measure (including reporting and verification measures), in Switzerland and/or abroad, in connection with the transfer and/or processing of all or part of the Data.

### 18.3 Data content

Each of the Exhibitors declares, by delivering the Admission Request, that all the Data that he/she/it transfers, including for the avoidance of doubt data which have been transferred and data that will be transferred, to the Organizer, in the context of the contacts with the latter, are true and accurate.

In addition, by delivering the Admission Request, each of the Exhibitors declares that any potential Data content that he/she/it transfers, including for the avoidance of doubt data which have been transferred and data that will be transferred, to the Organizer and which may concern third parties (such as auxiliaries of the relevant Exhibitor or any other third parties such as visitors) can be processed in accordance with Article 18.2, it being specified that the relevant Exhibitor has taken all necessary measures in order to ensure that all such Data which would concern third parties can be transferred to the Organizer and processed in accordance with these Regulations.

For the sake of clarity, it is specified that none of the Organizer or the Exhibitors will exchange and/or process Data which would be qualified as sensitive personal data and/or personality profiles in this context. Any processing of sensitive personal data and/or personality profiles shall previously require a written agreement and specific measures to be adopted to ensure the conformity with the legal situation.

## ART 19 RESPONSIBILITY AND INSURANCES

### 19.1 Responsibility for exhibits – sales promotion activities – 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 art. 100 paragraph 1 of the Swiss Code of Obligations, any liability for loss or damage, either during the time for which the objects are on the PALEXPO site or during carriage thereof.

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.

### 19.2 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, stand builders and other agents.

### 19.3 Insurances

**It is compulsory for each Exhibitor to be insured against the risk of fire.** If he cannot prove in writing that he holds such insurance cover, he must take out insurance against this risk, either through a third party or through the Organizer, the terms and conditions of which are reproduced in the Exhibitor's Manual.

Furthermore, Exhibitors are also strongly recommended to insure their exhibits, as well as their stands and their equipment and fittings, against damage and loss during the exhibition and during carriage. The Exhibitor may also take out such insurance through the Organizer, the conditions of which appear in the Exhibitor's manual.

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

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



## ART 20 EXPULSION

Any breach of one of the clauses of the present Regulations and/or to the 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 remains liable for the payment of the amounts due (Article 8), for all the expenses already incurred, plus all the ancillary expenses. The same applies to co-Exhibitors.

The Organiser will then be able to dispose of the stand site thus vacated as it thinks fit.

## ART 21 FORCE MAJEURE

For imperative reasons or in the event of force majeure (\*), 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 by the Organiser for cause of force majeure, see article 22 below..

Any cancellation by an Exhibitor for cause of force majeure (\*) must be notified in writing to the Organiser as rapidly as possible, mentioning the existence of the impediment and its consequences upon his ability to take part.

If the Exhibitor is prevented from taking part due to force majeure, the cost of the surface area rental will be reimbursed as well as the other costs to which he is committed, subject to the retention of any registration fees or other fees for services already provided by the Organiser.

(\*) Force majeure cases: any external, unforeseeable and extraordinary event, independent of the will of the parties, beyond their control and unable to be prevented by the parties, despite all possible reasonable efforts to the contrary such as, for example, unforeseeable political, natural, economic or health-related events. Influenza epidemics or any other difficulty of a public health nature are not considered to be a case of force majeure, except in the case where the event is forbidden from taking place by a decision from the authorities.

## ART 22 CANCELLATION OF THE EXHIBITION

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

**In the event that any competent authority decides to prohibit the holding of events (force majeure), the conditions for reimbursement by the Organizer are as follows:**

**For Les Automnales, Cook'n>Show, Expo Juniors and Le Monde des Trésors (duration 10 days):**

- **Decision taken before November 12, 2021: no costs will be invoiced to the Exhibitor and all payments (registration tax, surface area and technical services) will either be refunded or carried over to the 2022 edition (depending on the choice of the Exhibitor);**
- **Decision taken from November 12, 2021 (included): 10% of the total invoice (surface area + technical services) will be due by the Exhibitor for each day the exhibition begins.**

**For Le Salon du mariage, Le Salon de la montagne, Le Salon bébé et moi, The International Dog Show and The International Cat Show (duration 3 days):**

- **Decision taken before November 12, 2021: no costs will be invoiced to the Exhibitor and all payments (registration tax, surface area and technical services) will either be refunded or carried over to the 2022 edition (depending on the choice of the Exhibitor);**
- **Decision taken from November 12, 2021 (included): 33% of the total invoice (surface area + technical services) will be due by the Exhibitor for each day the exhibition begins.**

## ART 23 SETTLEMENT OF DISPUTES

In the event of a dispute and prior to any procedure, the Exhibitor or the co-Exhibitor undertakes to submit his complaint to the Organiser before the closure of the exhibition. The Organiser will make a decision together with the Exhibition Committee.

## ART 24 EXHIBITION REGULATIONS

Should the content of the present Exhibition regulations give rise to divergent interpretations, the French-language version would be the authentic text. All verbal agreements, individual authorisations and special regulations require written confirmation by the Organiser. The Organiser reserves the right to enact special regulations which will take precedence over the present Exhibition Regulations.

## ART 25 APPLICABLE LAW AND LEGAL JURISDICTION

Any and all relationship between the Organiser and any Exhibitor or co-Exhibitor in connection with the exhibition is submitted to Swiss law.

For any dispute not able to be settled amicably, 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).

### PALEXPO SA

P.O. Box 112  
CH-1218 Le Grand-Saconnex, Switzerland

Phone: +41 22 761 14 14

Fax: +41 22 798 01 00

Internet: [www.automnales.ch](http://www.automnales.ch)

Email: [info@automnales.ch](mailto:info@automnales.ch)

The original French text of the present Regulations shall be the legally binding version.

Geneva, February 2021