

Exhibition regulations of the Automnales and its parallel events 2024

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ART 1: ORGANISATION

The exhibition the Automnales and its parallel events (hereinafter the Automnales or the exhibition), 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 8th until Sunday 17th November 2024.
- Le Stock Armée from Friday 8th until Sunday 17th November 2024.
- Le Salon de l'art du mouvement from Friday 8th until Sunday 17th November 2024.
- Cook'n'Show from Friday 8th until Sunday 17th November 2024.
- Le Swiss Boat Show from Friday 8th until Sunday 10th November 2024.
- Road Trip Expo from Friday 8th until Sunday 10th November 2024.
- Montagne et outdoor from Friday 8th until Sunday 10th November 2024.
- Le Salon du vélo et de la mobilité active de Genève from Friday 8th until Sunday 10th November 2024.
- Japan Manga Family from Friday 8th until Sunday 10th November 2024.
- Love'n'more from Friday 8th until Sunday 10th November 2024.
- Arvinis, le salon suisse du vin from Friday 8th until Monday 11th November 2024.
- Bébé, junior et nous from Friday 8th until Sunday 10th November 2024.
- Le Salon de la voiture d'occasion from Friday 8th until Sunday 10th November 2024.
- Re & Up Cycling Expo from Friday 8th until Sunday 10th November 2024.
- Automnales Beer Festival from Thursday 14 until Sunday 10th November 2024.
- The International Dog Show from Friday 15th until Sunday 17th November 2024.
- La Brocante de Genève from 15th until 17th November 2024.
- Le Salon du Vinyle from 15th until 17th November 2024.
- Le Salon des Thérapies Naturelles from Friday 15th until Sunday 17th November 2024.
- The International Cat Show on Saturday 16th and Sunday 17th November 2024.

For the opening hours of the Automnales and its parallel events, please refer to the exhibition website www.automnales.ch.

ART 3: EXHIBITION PROGRAMME AND DISPLAYED OBJECTS/PRODUCTS

3.1 Exhibition programme

The exhibition programme includes:

- Presentation and sale stands including of products and consumer goods, handicrafts, culinary, agricultural, vitivinicultural and entertainment for the general public;
- Bars and restaurants;
- Cultural, musical, culinary, festive, sports events and animations for the general public;
- Associations, organisations and institutions.

3.2 Category of Exhibitors

The categories of Exhibitors are mentioned on the respective Application Form of the Automnales and its parallel events.

3.3 Displayed objects/products and presented services

It is the exclusive right of the Exhibitor to choose the displayed objects/products as well as the presented services. The Organiser rent the exhibition surface to Exhibitors and will not intervene with regard to the content of the displayed objects/products and the presented services as long as they are related to the Automnales and its parallel events. The Exhibitor must make sure that the displayed objects/products and the presented services are conforming to the current laws of Switzerland and the State of Geneva.

The Organiser may require additional information on the objects/products to be exhibited and the services to be presented. The Organiser has the right to limit the number of objects/products and services to be exhibited or presented or to refuse some of them without having to state the reasons. Objects/products/services which have not been declared by the Exhibitor or accepted by the Organiser may not be exhibited or presented, and the Organiser reserves the right to have them removed from the stand at the Exhibitor's expense (Article 14.1).

Exhibitors wishing to present wine or any alcohol made from grapes, for tasting or sale, must exhibit at Arvinis, le salon suisse du vin. Exhibitors present at Arvinis have the opportunity, after it closes, to exhibit at the Cook'n>Show.

3.4 Foodstuffs and consumer items

The Exhibitor undertakes to comply with the legal requirements for foodstuffs and consumer goods.

More information on the legal requirements can be found on the SCAV website:

<https://www.ge.ch/organisation/service-consommation-affaires-veterinaires>

For Exhibitors from outside Switzerland, please contact the Organiser.

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 2024 should register by means of the online Application Form available at www.automnales.ch.

Confirmation of 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 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 by the Organiser (Article 5.4).

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 (Article 8) 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/products/services to be exhibited or presented or physical presence) on an Exhibitor's stand (hereinafter the co-Exhibitors and each of them a c-Exhibitor).

The Co-Exhibitor must be declared online by the main Exhibitor.

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).

Any provision contained in these Automnales 2024 exhibition regulations (hereinafter the 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 FORM 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 who will make the selection based mainly upon the following criteria:

- Availability of exhibition space;
- The conformity of the exhibited objects/products and services presented 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 exhibition objects/products/services. **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 exhibition objects/products/services, 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 or cancellation 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. 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

The Exhibitor expresses his choice for the type and size of stand surface 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 instalment (Article 9.3).

The Organiser endeavours to establish a floor plan, taking into account the Exhibitor's wishes regarding the stand surface area and the number of open sides of the stand. The Organiser reserves the right to move a allocated site, and/or 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 the Exhibitor's responsibility to ensure that the plan conforms to his Application Form.

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

The Exhibitor who wishes to terminate the contract with the Organiser for any reason whatsoever is obliged to announce this 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 costs arising from services ordered and incurred or already executed;
- Any ancillary expenses.

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

- **30%** 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 15th September 2024 (included)**.

In the event of cancellation **after 15th September 2024, 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)'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 the amount of the registration fee of the Exhibitor and co-Exhibitor(s), 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.

ART 8: FINANCIAL CONDITIONS

8.1 Registration fee

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

8.2 Rental fee

Detailed rental fees are mentioned on the Application Forms.

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:

Upon registration, invoice for an instalment of 30% of the stand rental. The amount is due on receipt.

From 15 September, invoice for the balance of the stand rental. The amount is due on receipt.

Before the opening of the exhibition, invoice for additional services ordered. The amount is due on receipt.

A final summary invoice will be sent after the exhibition. The amount is due on receipt.

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 Portal).

VAT is applied / payable at the rate of 8.1% (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 an instalment invoice will result in the suspension of the participation process, including placement on the exhibition floor, until the amount is paid.

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 ACCESS AND INVITATIONS

10.1 Exhibitor access

Each Exhibitor is entitled to a number of badges for his stand personnel. This number is defined in relation to the surface area of the stand, i.e.:

- 3 badges for a 6 m² stand;
- 4 badges for a 9 m² stand;
- 5 badges for a 12 m² stand;
- 6 badges for an 18 m² stand;
- 10 badges for a stand between 19 and 50 m²;
- 15 badges for a stand over 50 m².

The badges can be downloaded on the Exhibitor's Portal. Additional badges can be requested by the Exhibitor.

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

Exhibitor access will only be available after full payment of the invoices issued.

Exhibitor accesses are nominatives and must not be sold, transferred or lent, under penalty of withdrawal.

10.2 Invitations

Each Exhibitor is entitled to a number of free digital invitations. This number is defined in relation to the surface area of his stand, i.e.:

100 invitations for a stand between 6 and 18 m²;
200 invitations for a stand between 19 and 50 m²;
300 invitations for a stand over 50 m².

The invitations must be downloaded by the Exhibitor on the Exhibitor's Portal.

The Exhibitor may purchase additional invitations at the current price.

With these digital invitations, thanks to the entry code, the Exhibitor will be able to obtain certain information about his visitors to Automnales.

These Invitations are intended exclusively for customers and visitors, and in no case for stand personnel who must order Exhibitor accesses (see article 10.1).

The invitations give access to the Automnales and to all the parallel events.

ART 11: VISAS – AUTHORISATIONS

Participants attending the exhibition, 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 PORTAL

Access to the Exhibitor's Portal is available at www.automnales.ch.

The content of the Exhibitor's Portal may be amended at any time by the Organiser, without prior notice and/or notification. The content of the amended Exhibitor's Portal 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 online Exhibitor's Portal regularly in order to be informed of any such changes.

The online Exhibitor's Portal, 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 AND OPERATION OF THE STAND

13.1 Stand Regulations

Each Exhibitor is required 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 walls 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.

The requirements mentioned in this article are maximum values and may be reduced according to each parallel event and its location in the halls of PALEXPO.

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

Plans for the layout of bare stand area must be submitted to the Organiser for approval before 15th September 2024. The Exhibitor is obliged to respect the number of open/closed sides as mentioned in his order. The open sides of the stand (according to the order) must be left open, although it is permissible for these to be partially closed, but only over a maximum of one third of the length per side.

When ordering a bare stand area, the Exhibitor must install or order partition walls for all closed sides of the stand area at his own expense. The use of the wall of the neighbouring stand is not permitted.

The Exhibitor must arrange for his stand to be assembled and 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 to take all necessary measures at the Exhibitor's expense and shall hold the latter liable.

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, 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:

Commercial catering 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.
- 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 stands;
 - The running of restaurants on exhibitors' stands.

* You can find the list of PALEXPO SA approved catering Partners by following this link:

<https://palexpo.ch/en/directory-of-providers/>

Exhibitors and co-exhibitors are not permitted to operate food or drink outlets on their stand without the prior consent of The Organiser and subject to payment of a fee or an increase in the stand rental price.

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 online catalogue entry is free of charge but 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. Additional information about the Exhibitor and the products exhibited must be provided by the Exhibitor later on the Exhibitor's Portal.

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

ART 16: ADVERTISING, ETHICAL BEHAVIOUR AND SALES

16.1 Advertising

All sales activities, surveys, distribution of advertising material and any other advertising are only permitted on the Exhibitor's own stand and on any support rented by the Exhibitor from the Organiser.

It is strictly forbidden to hail and/or approach visitors or other Exhibitors from the common areas of the exhibition (outside your stand). Exhibitors and co-exhibitors are therefore requested to remain on their 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 is established in order to guaranty the quality of products as well as appropriate ethical behaviour on sales procedures. It is part of the Application Form.

16.3 Sales procedures

Any Exhibitor or co-Exhibitor who registers an order or collects a deposit or a sale is obliged to give his customer an order form or a receipt bearing his company name and address; 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 and its parallel events.

The take-away sale of alcoholic beverages is authorised but the visitors 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 Organiser, 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 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 logos of the Automnales 2024 exhibition and its parallel events.

By submitting the Application Form, the Exhibitor agrees to submit, during and within the exhibition and/or a virtual platform of the exhibition, any dispute, claim or complaint related to the objects/products exhibited/presented based on intellectual property rights protected in Switzerland (with the exception of patents) to the "Palexpo Trade Fairs Fast-Track Intellectual Property Dispute Resolution Procedure" <http://www.wipo.int/amc/en/center/specific-sectors/tradefairs/palexpo/>

The "Fast-Track Procedure" has been developed in collaboration with the Arbitration and Mediation Center of the World Intellectual Property Organization (WIPO). Its purpose is to protect Exhibitors and third parties against infringement of their intellectual property rights during the exhibition.

ART 18: PERSONAL DATA PROTECTION

18.1 Compliance with applicable regulations

Each of the Exhibitors declares, by delivering the Admission Request to the Organiser, that him/her/itself and each of his/her/its potential auxiliaries (irrespective of the qualification of the legal relationship between them), comply and will comply throughout the duration of the event concerned 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 Collection of personal data by the Exhibitors

As a preliminary point, all Exhibitors are reminded that the collection and use of personal data for promotional purposes can be potentially sensitive from the point of view of data protection law and that the consequences of non-compliance with the regulations in force can be significant.

Each Exhibitor is authorised to collect personal data from visitors to its stand and shall ensure, if necessary by requesting identity documents from the customers concerned, that this data is accurate. In any event, the collection and processing of sensitive personal data and profiling activities by each Exhibitor is prohibited.

18.3 Communication of personal data by the Organiser

Provided it has first obtained the consent of the persons concerned, the Organiser may communicate to Exhibitors, on commercial terms to be agreed separately, the personal data of visitors to the event concerned or to any other event.

Each Exhibitor acknowledges and accepts that the Organiser, if it provides this personal data, will provide it "as is" and without guarantee of any kind whatsoever. Within the legally authorised limits, the Organiser excludes all liability in connection with the use, by each Exhibitor, of the personal data provided to them.

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 Organiser, the terms and conditions of which are reproduced in the Exhibitor's Portal.

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 Organiser, the conditions of which appear in the Exhibitor's Portal.

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.

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 exhibition 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.

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
1218 Le Grand-Saconnex, Switzerland
Phone: +41 22 761 14 14
Fax: +41 22 798 01 00
Internet: www.automnales.ch
Email: info@automnales.ch

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