# GENERAL TERMS OF SALE

### **Preliminary Article**

Candidate means any interested party submitting an application to participate in the event. Participant means any candidate selected by the organisation committee to participate in the event. Organiser means the association having initiated the event, i.e. the company, Sunnygreece, which is responsi-ble for marketing the event in the name and on behalf of the association and/or the event's organisation committee.

Article 1: Acceptance of the general terms
Candidates wishing to exhibit or organise a session unreservedly accept, and undertake to comply with, these general terms, the rules of the host site applicable to them, which they hereby represent that they are familiar with and, more generally, the regulations governing events organised in Greece. They accept all the new provisions imposed by the circumstances or in the interest of the event, which the organiser reserves the right to give notice of, even orally. When the participant puts forward its own general terms, the latter shall not apply and these rules shall take precedence. In the event of a conflict between the general terms and the special terms consisting, in particular, of the enrolment form, the provisions of the special terms shall take precedence.

#### Article 2: Address

Applications and reservation files should be sent to: ESLO 2016 Sunnygreece Travel & Tourism Sygrou Avenue 36-38, P.C 117 42 Athens, Greece

# Article 3: Reservation and Payment

Reservation applications, signed by the candidates, shall be deemed as being admissible and processed under the condi-tions set forth in Article 4, provided that they are received by Sunnygreece within the lead-times set and are sent on the official enrolment forms provided by Sunnygreece. Unless otherwise provided for in the special terms, in order to be admissible, the applications shall be sent together with an onaccount payment of 50% of the total cost of the reservation, inclusive of taxes. The balance is due 45 days prior to the date of the congress at the latest. Should the balance not be paid by the abovementioned deadline and notwithstanding Sunnygreece right of termination provided for in Articles 7 & 23, penalties for delay shall be automatically applied with interest at a rate of one and a half times the effective legal interest rate on the payment date. Such penalties shall be payable on the day after the scheduled payment date. As regards any reservation application which is sent less than 45 days prior to the event, the whole amount shall be payable upón reservation.

# Article 4: Admissibility of the reservation

Admissible applications are reviewed by the organisation committee which decides on admissions. In the event of a refusal, the organisation committee is not obliged to justify its decision of which the candidate shall be informed. Under no circumstances may a rejected candidate claim any indemnity in this respect, in particular, by invoking the fact that its enrolment was requested by the general commission (commissariat general). In all cases, application files shall be admitted within the limit of the number of available places for

# Article 5: No assignment or sub-letting

The admission certificate issued by the organiser to participants is personal, non-assignable and inalienable. Unless they have the organiser's written agreement, participants are formally forbidden from assigning, sub-letting or sharing all or part of their space, either for valuable consideration or free of-charge. They are also forbidden from renting a surface area other than that offered by the organiser within the confines of the host site.

### Article 6: Distribution

Any distribution of advertising materials or pamphlets may only be carried-out from the stand allocated to the exhibitor, or in the reserved room.

In the event of failure to pay for the stand or the session within the lead-times, the organiser reserves the right to terminate the reservation at any time, with immediate effect and with-out formalities, and it may then dispose of the space or room in question as it sees fit, and it may market such to third par-ties. In this case, the organiser shall keep the amounts already paid by the defaulting participant as compensation. Should the participant cancel more than 90 days prior to the date of the congress, the organiser shall keep the on-account payment received as an indemnity. Should the cancellation be made less than 90 days beforehand, all the amounts referred to in the special terms shall become payable and shall be kept as a cancellation indemnity.

**Article 8: Changes to the stands. Damage**Participants shall take the premises "as is", with the latter being assumed to be in good condition, and shall leave them in the same condition, and shall be liable for any damage caused as a result of their facilities and decoration. They shall be directly liable vis-\u00fc-vis the host site and the organiser may not be held liable under any circumstances.

#### Article 9: Exhibition plan

9.1 The exhibition plan and the session schedules are drawnup by the organiser which attributes the spaces in the order of the reservations by taking account, in so far as possible, of the preferences expressed by the participants.

9.2 The organiser reserves the right to change the exhibition plan and the session schedules at any time with the participants waiving entitlement to make any claim in this respect and undertaking to comply with the décisions taken.

9.3 Should the organiser wish to be informed of the fit-out work and decoration intended by the exhibiting participant, the former may request a detailed plan from the latter.

# Article 10: Unscheduled meetings and events

During the event, no participant may organise or favour meetings, gatherings or any other events, relating to the topics covered by the congress, which shall not have been reported to, and approved by, the organisation committee beforehand. During the event, no companies may organise a symposium or event which shall not have been reported to and approved by, the committee beforehand.

# Article 11: Non occupancy

The allotted spaces shall be occupied by the participant during the event's opening times and dates. Failing this, they shall be deemed to be available and may be otherwise at-tributed without the defaulting participant being entitled to claim any form of indemnity or repayment.

# Article 12: Keeping and changing stands

12.1 During opening hours, the stands shall be constantly occupied by a representative of the participant. Any abandonment of the stand shall, on the one hand, make the latter available to be otherwise attributed and, on the other hand, be penalised by the closing-down of the stand and the removal of the equipment, either belonging to the participant, or rented by the latter in order to fit-out the stand. 12.2 The elements installed on the stands may not be higher of load or height standards, a special authorisation applica-

than 2.50 m. As regards specific fit-out work outside the scope tion shall be submitted to Sunnygreece at least 60 days prior to the date of the congress. The organiser reserves the right to refuse any element which may be detrimental to the image of the event and the organisers.

# Article 13: Fit-out work

During the fit-out work, the packaging shall be removed from the exhibition site as soon as reasonably possible. All the stands shall be fully fitted-out and the exhibited items put in place for the fit-out day by 5.00 p.m. at the latest. All participants by the latest and provided the standard provided the pants shall be personally responsible for the carriage, receipt and warehousing of the equipment sent to it. Any breach of these provisions shall be subject to a sanction.

# Article 14: Liability for loss or theft

Prior the start of the fit-out period, the participants may not freely bring any equipment into the host site. Participants are responsible for all the equipment for which they are the custodians and, in particular, for the equipment which they are exhibiting, and that which they are renting and which is present on their stand. The organiser does not accept any liability for loss that a damage to the equipment for which the particiloss, theft or damage to the equipment for which the participant is the custodian. The participant shall directly take-out a specific insurance policy in this respect.

Article 15: Instructions from the host site and the organiser Participants shall comply with the instructions from the host site and the organiser in respect of controlling incoming and outgoing goods and, in particular, as regards any form of vehicle traffic within the confines of the establishment.

### Article 16: No noise-generating demonstrations

Any loud or noise-generating demonstrations, the use of sound systems or other elements on the stands, are formally forbidden.

### Article 17: Compliance with the regulations relating to fairs and safety measures

Generally, participants are bound to comply with the regulations relating to fairs, exhibitions and trade fairs, and with the safety measures laid-down by the Prifecture. Specifically, they shall refer to the establishment's safety guidelines which they undertake to comply with.

**Article 18: Intellectual property** Unless otherwise provided for in writing, the copyright and other intellectual property rights held over all the organiser's offers, publications and other products or services shall remain its property. Any rights which may be granted by the organiser are destined for the participant's sole use and may not be assigned, transferred or granted under sub-licences without the organiser's prior agreement. Granted rights shall be non-exclusive. The Participant shall not acquire any intellectual property right over the services and products offered by the organiser. Moreover, no part of the organiser's offers, publications, documents or products may be saved in an automated-data file or reproduced using a mechanical or electronic process, by fax, photocopy or re-recording, or by any and all other means or in any and all other form, without the organiser's prior, written and express agreement.

# Article 19: Trademarks and Logos

The candidate shall be personally responsible for any authorisations relating to copyright or related rights, originating from the elements of any nature whatsoever which it provides or uses during the event. It shall hold the organiser harmless as regards any action in this respect. Moreover, the candidate hereby expressly authorises the organiser to use the candidate's trademarks and logos within the strict framework of the event for its organisation and promotion.

# Article 20: Mandatory insurance

The participant undertakes to take-out a civil liability insurance policy providing cover for any and all loss / damage caused to third parties for which it is liable (including that of its servants, staff and temporary staff whomsoever). Said policy shall include a "rental risks" clause. The participant further undertakes to take-out the insurance policies required to cover loss (theft, damage...) affecting the equipment for which it is the custodian, including a waiver by the participant and its insurance companies vis-vis the organiser and its insurance companies. At the first request, the participant shall send the organiser the certificates attesting to the relevant in-surance policies, within 7 days.

# Article 21: Events not provided for in the rules

The organiser shall be entitled to take decisions in respect of events which are not provided for in these rules. No appeal may be made against any decisions which are taken and shall be immediately applicable.

#### Article 22: Violations of the rules

Any breach of any of the clauses of these rules may cause the immediate, temporary or definitive exclusion of the defaulting participant, without the latter being entitled to claim any repayment or compensation. The organiser may dispose of the space which is vacated in this manner as it sees fit.

### Article 23: Force Majeure

In the event that the congress does not take place owing to an event of force majeure, the participants undertake not to claim any indemnity from the organisers. The amounts still available following payment of all the expenses incurred shall be distributed to the participants on a pro-rata basis of the amounts paid.

# Article 24: Exclusion of liability

The organiser may not be held liable for only a small number of participants enrolling or for any lack of interest in the event as a whole.

#### Article 25: Disputes

This contractual relationship is governed by Greek law; in the event of a dispute, the Athens Commercial Court shall have sole jurisdiction.

#### Article 26: Independence of clauses

Moreover, in the event that a court or administrative authority were to find that any of the provisions of these rules is totally or partially illegal, non-valid or null and avoid, unenforceable or unreasonable, the provision in question shall be deemed as being independent of the other provisions which shall remain fully and entirely effective.