

## **GENERAL TERMS AND CONDITIONS OF PARTICIPATION**

### **1. ACCEPTANCE OF THE GENERAL TERMS AND CONDITIONS OF PARTICIPATION**

The present standard terms and conditions (hereinafter referred to as the "Terms and Conditions") shall apply to all those Partners (hereinafter referred to as the "Partner(s)") who make a request for admission to the ONE TO ONE RETAIL E-COMMERCE 2020 show (hereinafter referred to as the "Event") organised by COMEXPOSIUM (French Société par Actions Simplifiée with the capital of €60,000,000, registered with Corporate and Trade Register of Nanterre under number 316 780 519, having its registered office at 70 avenue du Général de Gaulle – 92058 Paris La Défense Cedex, France hereinafter referred to as the "Organiser") at the exhibition centre GRIMALDI FORUM, 10 Av. Princesse Grace, 98000 Monaco (hereinafter referred to as the "Site").

Within the context of its application to participate, the Partner confirms having read through these Terms and Conditions, the General Rules for Commercial Events and, where available, any Specific Rules for the Event, as well as all the information concerning the details of the Partner's participation in the Event, available in the "Practical Information" section of the Partners' Platform which can be accessed from the Event's website, and undertakes to accept all the clauses thereof, without reservation or restriction.

Admission to the Event entails the Partner's complete acceptance of these Terms and Conditions, as well as all the documents referenced herein.

The Organiser reserves the right to modify these Terms and Conditions without notice. Any changes hereto will be brought to the Partner's attention. Modifications resulting from changes in regulations and/or relating to personal and property safety will have immediate effect, without the need to sign any document on the subject.

In the event of modification of the dates and/or the site hosting the Event, determined by the Organiser for any reason whatsoever, or of any change to these Terms and Conditions which do not have immediate effect as set out in the above paragraph, the Partner will be notified of that change. Unless the Partner cancels its application to participate by means of

registered post with confirmation of delivery, sent to the Organiser within 15 days of the said notification, the Partner will be considered as having accepted the new dates and/or site hosting the Event, or the amended version of the Terms and Conditions.

Furthermore, it is expressly agreed that under no circumstances shall admission to the Event oblige the Organiser to admit the Partner to any future shows or any other events organised by the Comexposium Group to which the Organiser belongs and shall not confer upon the Partner any booking rights or priorities.

### **2. COMMITMENT - ADMISSION**

All applications to the Event are subject to examination by the Organiser which reserves the right to assess and verify the following non-exhaustive list of information:

- the creditworthiness of the applicant,
  - the compatibility of the applicant's activities with the nomenclature of the Event,
  - the match between the products or services offered by the applicant and the positioning of the Event,
  - the neutrality of message that the applicant could deliver at the Event.
- All proselytising and/or militarism that could interfere with the smooth running of the Event is strictly prohibited.

Applications coming from those who remain indebted to the Organiser or any company from the Comexposium Group and/or in dispute with the Organiser or any company from the Comexposium Group will not be considered.

The Organiser will notify the Partner of its decision (approval or rejection of the application) by electronic mail.

In the case of the Organiser's approval of the application to participate in the Event, the Organiser and the Partner will be definitely committed one to the other by means of a contract whose contents comprise the Partner's application as approved by the Organiser, these Terms and Conditions, and the other documents referenced in Clause 1 above.

Consequently:

- the Organiser will provide the Partner with a stand that matches the characteristics indicated by the Partner in its application and will supply the additional services requested in that application, without prejudice to the provisions set out in Clause 10 below,

- the Partner will pay the amounts indicated in its application and will conform to these Terms and Conditions, as well as to all the documents referenced in Clause 1 above.

The Partner may not cancel its participation in the Event for any reason whatsoever, including in the case of a disagreement on the space allocated to it in accordance with Clause 10 below.

In the event of rejection of the application, the Organiser will, as applicable, refund the amount of the first payment already made by the Partner.

It is expressly specified that the Organiser reserves the right to reject any application as it sees fit and cannot be held liable for any damages.

The Organiser reserves the right not to consider applications submitted after the deadline for registration defined by the Organiser. After this date has passed, the Organiser no longer guarantees the availability of the stands.

### **2A - "REBOOKING" SPECIFIC PROVISIONS**

Partners that took part in the 2019 edition of the Event, whose application has been accepted by the selection committee before 22<sup>nd</sup> April 2019 (hereinafter "First-registered Partners") will, in the event that their participation request is accepted by the Organiser, benefit from the following provisions:

- ✓ By way of derogation to the provisions of article 8 "Termination clause - Penalty clause" below, First-registered Partners that cancel all or part of their participation by sending written notification to the Organiser until 22<sup>nd</sup> April 2019 will not be liable for the payment of any sums related to their cancellation;
- ✓ By way of derogation to the provisions of article 4 "Payment methods" below, the first payment (deposit) will only be due from 23<sup>rd</sup> April 2019.

### **3. INVOICING TERMS**

All prices stated on the Organiser's documentation and on the Event's website are expressed in euros exclusive of taxes. In accordance with the legislative and regulatory requirements that apply to these services, the value added tax at the current applicable rate will be added.

#### 4. PAYMENT TERMS

Payment of contractually due amounts shall be made as they fall due and in the following manner:

- the first instalment (deposit): shall be paid with the application form sent by post or when the Partner submits its online application, by cheque or bank transfer or, when the application is submitted online, by debit card,
- the second instalment (balance): shall be paid no later than fifteen (15) days after the date of issue of the balancing invoice, by cheque or bank transfer. No discounts are available for early payment or payments on account.

Registrations occurring less than thirty (30) days before the opening of the Event must be paid in full by the Partner no more than eight (8) days after the date on which the corresponding invoice was sent to the Partner.

That time frame will be reduced to two (2) days if the Partner registers fewer than eight (8) days before the Event opens, and in all instances, payment must be received by the Organiser at least two (2) days before the Event opens.

All requests for an equipped stand submitted after registration shall be payable in full at the time of request.

All amounts should be made payable to the Organiser and must be in euros.

#### 5. SECURE PAYMENT AND PROOF OF TRANSACTION FOR ONLINE APPLICATIONS

The Event website is protected by a secure payment system and the Organiser has adopted the ATOS SSL encryption procedure, which encodes and protects confidential information.

Unless proven otherwise, data recorded by the Organiser shall constitute proof of all dealings between the Organiser and the Partner.

Data recorded by the payment system constitutes proof of the financial transactions.

#### 6. LATE AND MISSED PAYMENTS

Any amounts that remain outstanding after the invoice payment date, will result in the automatic application of late payment interest equal to three times the statutory interest rate, starting from the day following the invoice due date.

If the payment deadlines set out in Clause 4 "Payment Terms" above are not respected, a fixed fee of €40 for debt recovery fees shall be charged by the Organiser in addition to the late payment penalties referred to above (Art. L-441-3, L441- 6 and D445-5 of the French Commercial Code). This fixed fee does not preclude any other fees incurred by the Organiser in recovering unpaid invoices.

Stands will only be made available to Partners once full payment has been received.

Once a stand location has been allocated to a Partner, the balance must be paid on or before the date indicated on the invoice.

#### 7. VAT

Partners from outside France can obtain a VAT refund as follows:

- \* For companies from European Union member countries:

- Submit the refund request via the appropriate online State portal where the Partner is registered in accordance with the provisions of Directive 2008/9/CE of 12 February 2008. In France, this is the fiscal portal at [www.impot.gouv.fr](http://www.impot.gouv.fr).

- A digital copy of the original invoices for all sums over €1,000 excl. tax must be submitted with the online refund request.

- The refund request must be submitted by 30 September of the calendar year that follows the refund period.

- \* For companies from countries outside the European Union:

The Partners concerned must appoint a tax representative in France to carry out all tax formalities.

#### 8. TERMINATION CLAUSE – PENALTY CLAUSE

8.1 If the Partner fails to pay any of the amounts it owes by the due date or if the Partner fails to comply with any of the clauses of these Terms and Conditions, regardless of the reason, the contract binding it to the Organiser will be terminated seven (7) days after the Organiser has sent a formal notice expressly stating the terms of this Clause 8.1 to the Partner by registered post with confirmation of delivery or by any other useful means, where the breach remains unresolved.

If the Partner expresses the intention of cancelling its participation, the Organiser may implement this termination clause by sending it a formal notice to abandon the cancellation and confirm its participation within seven (7) days.

That period of seven (7) days will begin on the date of the first attempt to deliver that registered post to the Partner.

The contract will automatically be terminated upon expiration of the above time frame, without the need for the Organiser to have the termination recorded by the courts, and the Organiser will immediately be free to dispose of the space allocated to the Partner.

In the event of termination of the contract under this clause, the Partner may pay the full price of its participation in the Event, in the name of this penalty clause. Consequently, the amounts previously paid will

definitively remain the property of the Organiser and any outstanding amounts will immediately fall due.

8.2 As an exception to the above, the contract between the Partner and the Organiser will immediately be terminated as of right and without formal notice:

- if the Partner is not present at the opening of the Event, regardless of the reason,

- in the event of the Partner's registration less than thirty (30) days before the Event opens, if the payment stipulated in Clause 4 of these Terms and Conditions is not made within the time frame set out in the said clause (either eight (8) days or two (2) after the invoice was sent and, in any case, at least two (2) days before the Event opens), regardless of the reason.

In the cases mentioned in article 8.2, the consequences of termination will be the same as those provided by article 8.1.

#### 9. INSURANCE

##### a) Automatic insurance

The Organiser shall not be liable for damage to property belonging to the Partner or placed in its custody.

The Organiser recommends that the Partners subscribe to the insurance policy for the Partners underwritten by COMEXPOSIUM ASSURANCES. This insurance policy includes cover for damage to any property belonging to a Partner that subscribes to the policy through the registration form. The cover limits are set out in the insurance regulations attached to the registration form and are subject to any changes that may be made to the terms and conditions of the policy.

By subscribing to the insurance policy as set out in the attached insurance regulations, the Partner shall adhere to the insurance agreement underwritten by COMEXPOSIUM ASSURANCES.

##### b) Additional insurance

Upon request made to the Organiser, the Partner may -

- a) In respect of damage to goods/property: subscribe to additional coverage for amounts beyond those offered by the principal policy, in return for the payment of a premium that shall be calculated according to the amount of the extra coverage,

- b) For plasma screens: subscribe to a specific policy.

**c) The automatic insurance policy does not include cover for the Partner's civil liabilities and the Partner shall be responsible for taking out and meeting the costs of an adequate policy.**

Therefore the Partner hereby expressly acknowledges that it has

subscribed to an insurance policy with an insurer that covers its third party liabilities and the liability of any person directly or indirectly participating in its activities and/or those of its company in respect of any physical injury and material and non-material loss or damage caused to others and arising directly as a consequence of the Partner's participation and/or that of its company, in the Event (including during the periods when the stands are being assembled and disassembled).

**d) Waivers**

All Partners, by virtue of their participation in the Event, are deemed to have waived all their rights and those of their insurers to take action against the Organiser, the company managing the site where the event shall take place, and their respective insurance companies, for any damage whatsoever caused either directly or indirectly to its goods and/or property or the goods and/or property of its employees.

Other than in the event of a malicious act, it is hereby expressly stipulated that on the basis of reciprocity, the company managing the site where the event shall be held, the Organiser, and their respective insurance companies, waive all recourse against the Partner and its insurer for any damage caused to their goods/property/materials for which the Partner would otherwise be liable.

**10. LOCATIONS**

Partners may select their location from those still available at the time of their admission.

The Organiser will do its best to take into account the wishes expressed by the Partners.

Any complaints made by a Partner about the allocation of locations should be addressed in writing to the Organiser within seven (7) days of receiving of the Event's floor plan. Any such complaints must be supported by documentation that clearly sets out the serious nature of, and/or the reasons for, the complaint.

The Organiser will do its best to meet justified requests to change the location.

If the Partner has not contacted the Organiser within seven (7) days of sending the features of the Partner's location, the Partner shall be deemed to have accepted the location allocated to it.

Under no circumstances shall the Organiser be held liable for any consequences arising from a location.

**11. PACKAGE CONTENTS**

**11.1 Passes**

Staff (or employees of the Partner's company) and Guest (for the Partner's major account and prospective customers) passes included in the packages are strictly personal and nominative; the holder's name must be provided to the Organiser for approval before the date indicated on the registration form. Any changes to the name of the pass holder can only be done after notifying the Organiser and will be invoiced at a fixed fee of € 150 excl. tax. No changes will be accepted by the Organiser (especially a change in pass holder name) after February 15th, 2020. Guest Passes cannot be changed to Staff Passes.

Guest Passes are reserved for certain profiles. The Partner acknowledges that guest pass beneficiaries will necessarily have to:

- Belong to a company identified as a major player in retail and e-commerce whose annual turnover must exceed 10 million euros;
- Occupy a decision-making position (for example: President, General Manager, E-Commerce Director, Marketing Director ...)
- Have a strong investment project, relevant in both budget and timing of deployment.

Furthermore, the Organiser reserves the right to refuse a pass holder if his/her profile does not correspond to the Event's positioning, and this, without this decision giving rise to any damages or discounts of the amount of the Partner's participation.

It is the responsibility of the Partner to search for and identify guests that meet these criteria and, if necessary, to follow-up with the guest if they are late in registering.

Under no circumstances will the Organiser be held liable if the Partner does not meet the maximum number of guests included in the package or if they do not respond to the invitation sent to them.

The hotels included with the Staff and Guest passes are chosen by the Organiser and will be 4- or 5-star. The choice of hotels and restaurants included with the Passes cannot be subject to any dispute, compensation or change. The Partner agrees not to hold the Organiser responsible for any issues regarding the quality or features of a service included with the Passes since the Organiser is not the provider of these services.

**11.2 Schedule**

As part of the packages, the Organiser will provide the Partner with a schedule showing available time slots so that the Partner may organise its meetings with the Event's participants. The Organiser may connect the Partner with Event

participants but does not guarantee, in any case, the actual running of the meetings. The Partner cannot therefore hold the Organiser responsible for this.

**12. SUBLETTING/SHARED EXHIBITING**

The Partner may not provide advertising services on any media for a company that is not itself a Partner.

**13. STAND**

Information regarding the installation, equipment and removal of stands will be available in the Partner's Guide:

**a) Stand use - compliance with applicable laws and regulations**

Partners are required to be familiar with and comply with all applicable regulations in force at the time of the Event, whether issued by public authorities or by the Organiser, in particular the no-smoking rules that apply to the public areas, the Fire Safety Regulations and the Health and Safety Regulations.

The Fire Safety Regulations and the Health and Safety Regulations will be communicated to Partners in the Partner's Guide.

The Organiser prohibits the operation of any stand that does not comply with these regulations.

The Partner agrees to comply with all laws and regulations that apply to its business and/or the services and businesses that it wishes to develop within the scope of its participation in the Event. To this end, the Partner will lodge all mandatory declarations and obtain the necessary approval and/or accreditation (including for selling and giving away drinks to be consumed on site) so that under no circumstances shall the Organiser have cause to be concerned.

Lastly, the Partner will not cause any discomfort (noise, odour, etc.) to neighbouring Partners or negatively impact the Event's organisation.

**b) Damage**

Unless stated otherwise, the stand area, the stand itself and any equipment made available to the Partner by the Organiser shall be deemed to be in good condition.

The leased space must be returned to the Organiser in a clean condition, free of any waste. The stand and any equipment provided as stand fittings must be returned to the Organiser in good condition. Any damage caused to the occupied space, the stand, the supplied equipment or the existing infrastructure that is observed when the stand is returned will be invoiced to the Partner.

**c) Stand occupation**

The Partners will occupy their stands at the time that the Event opens to the public.

**d) Pass readers**

The pass readers which may be purchased by the Partner give the visitors the possibility to identify themselves on the Partner's stand, so the Organiser may provide to the Partner their following personal data at least: name, surname, email address, job title, company name, phone number and cell phone number if the participant agrees to communicate them.

This identification process depends on the visitors consent to have their personal data transmitted to the Partner. For that reason, the Organiser does not guarantee the Partner to provide him with a determined amount of data.

The Partner is required to comply with the regulations applicable to the protection of personal data and the sales prospection. Under no circumstances should the Organiser be liable for the Partner's use of the transmitted personal data for which it is solely responsible.

Data collected by pass readers will also be used by the Organiser for statistical purposes and for analysing visitor numbers and interaction.

**14. PERMITTED PRODUCTS, BRANDS AND SERVICES**

The Partner is prohibited from exhibiting at its stand any products, brands and services other than those listed on its online stand booking application.

Moreover, the Partner hereby declares and warrants that it holds all intellectual property rights relating to the products and/or services exhibited, or that it has been authorised by the rights' holder to exhibit the products, brands or services at its stand.

The Partner hereby warrants that the products and/or services it is exhibiting comply with all current applicable safety standards and accepts full liability for any defects in the aforementioned products and services; as such the Organiser cannot be held liable in this respect.

**15. VISIBILITY**

The Partner shall be solely liable for the contents of all information supplied by it for the purposes of publication on the Event website, and in particular for information about its products and/or services and their characteristics, performance, prices, etc.

The Partner hereby warrants that the aforementioned information is lawful and in particular that it complies with all current regulations relating to the name, offer, presentation, user manual, and description of the scope

and terms of the warranty covering the goods, products or services that it is presenting online and, more generally, that this information complies with all current advertising and consumer protection laws.

The Partner has sole liability for the publication of all texts, logos, illustrations, photographs, images, products and brands and the Partner alone must hold the relevant reproduction rights.

The Partner holds harmless the Organiser against any amicable dispute and judicial proceedings brought by a third party.

**16. ILLICIT TICKET TOUTING**

The act of offering for sale or showing with the intention to sell or transfer or supplying with the intention to sell or transfer any Event access passes (entry passes, invitations, tickets etc.) in a public or private place or on the Internet, without the authorisation of the Organiser, is a criminal offence punishable by questioning and arrest by the police and a fine of €15,000. The fine is increased to €30,000 for repeat offenders.

**17. INVITATION CARDS**

The copying or re-sale of invitation cards is strictly prohibited and shall be subject to prosecution and other sanctions.

If the fraudulent use of an invitation card (re-sale, copying, theft, etc.) is brought to its attention, the Organiser reserves the right to withdraw the invitation.

**18. DEMONSTRATIONS AND OTHER EVENTS**

**a) Demonstrations**

Demonstrations may only be held at the Event for those products that require a specific technical explanation. Furthermore, such demonstrations may only take place if the Organiser has given a special prior written authorisation. Demonstrations on a podium raised above the initially planned floor height are strictly prohibited. Demonstrations carried out using a microphone, or which harangue or solicit in any manner, are strictly prohibited. Any full or partial closure of a Partner's stand during normal opening hours to the public and, in particular, during any demonstration, is strictly prohibited without express prior written authorisation from the Organiser.

**b) Other events**

All attractions, shows and events taking place within a Partner's stand area must be authorised in advance by the Organiser. To this end, the Partner shall provide specific details of the planned event (equipment and audio devices used, type of event, etc.).

In any event, the loud speakers used may not exceed 30 decibels (dB) and they must face the interior of the stand and be angled towards the floor. The sound level shall not exceed 85 decibels (dB).

**c)** Under no circumstances shall any demonstration or event interfere with the neighbouring Partner(s) or the general movement around the Event and, more generally, with the proper running of the Event. Failing this, approval may be revoked without further warning.

**19. ADVERTISING**

All advertising using sound or lighting must comply with the Event's Decoration Regulations and shall be subject to the prior written agreement of the Organiser. Any such agreement shall be conditional upon the advertising not interfering with any neighbouring Partner(s) or the general movement around the Event and, more generally, with the proper running of the Event. Failing this, approval may be revoked without further warning.

Distribution of brochures, vouchers and other printed matter intended to redirect Event visitors to the Partner's stand is strictly prohibited in the aisles and throughout the Site. Only brochures, vouchers and other printed material offered within the Partner's stand are authorised.

Any documentation given to any visitor to a stand, such as a business card or order form, must bear the stand name or company name of the Partner as it appears on the booking form.

**20. BUSINESS PRACTICES / UNFAIR COMPETITION**

The French Consumer Code expressly prohibits sales at a premium (Article L 121-19 of the Consumer Code), sales at loss (Article L 442-2 of the Commercial Code), pyramid selling (Article L 121-15 of the Consumer Code), tying sales (Article L 121-11 of the Consumer Code) and false sales.

Any auctions must be in compliance with current legislation.

The Partner will explain to consumers that any purchases made at the Event, other than those subject to a consumer credit agreement (Article L312-18 of the Consumer Code) and those arising from a personal invitation to come to the stand to receive a gift, do not enjoy the right to cancel the purchase. As a result, in the contract proposals made at the Event, the Partner will mention the absence of a cancellation period in clear, legible terms contained in box set apart (Article L 224-59 of the Consumer Code).

The Partner is hereby expressly prohibited, for the entire period of the Event, from engaging in acts of unfair competition such as conducting

surveys and distributing advertising items outside its stand area, where such surveys or distribution give rise to the diversion of visitors to the Event in favour of the Partner.

The Partner is obliged to ensure that any agreements it enters into with visitors to the Event are executed in good faith.

#### **21. COUNTERFEIT ITEMS**

The Partner will personally ensure the protection of all intellectual/industrial property rights related to the materials, products, services and brands exhibited in accordance with any applicable current legislation and regulatory provisions, and the Organiser shall not be held liable for any failure to comply, particularly in the event of a dispute with another Partner or a visitor to the Event.

In the event that a competent court finds that the Partner has breached the provisions of the present clause, the Organiser reserves the right to oblige the Partner to comply with any stipulations made in the court's findings.

Failing that, the Organiser reserves the right to refuse entry to the Partner or to enforce any sanctions referred to in the Terms and Conditions without the Partner having the right to claim any compensation.

#### **22. DISPLAYING PRICES**

Prices must be shown inclusive of all taxes and in the French language, in accordance with current applicable legislation, and must be clearly displayed to ensure the public is well informed. Any price reduction announcements (discount, rebate or cashback offer) through labelling, marking or display must comply with all current applicable legislation and regulations relating to the advertising of prices to consumers, and may only appear on small posters within the stand area. The maximum size of any such posted notices is 30 cm x 20 cm.

#### **23. SALES FOR TAKE AWAY**

Unless stated otherwise, any sale whereby a purchaser may take immediate possession at the Event of the purchased items is prohibited.

#### **24. SACEM DECLARATION**

Partners wishing to play music at their stands must give the Organiser prior written notice of the same. Furthermore, the Partner is exclusively liable for complying with intellectual property laws relating to the playing of music. Thus the Partner shall make any necessary declarations relating to the playing of music to SACEM (the French collecting society) and hereby undertakes to make any requisite payments.

The Partner holds harmless the Organiser against all claims and/or

actions brought by a third party as a consequence of the Partner's failure to meet its obligations.

#### **25. PHOTOS/BRANDS**

The Partner, for no charge, expressly authorises the Organiser and the Comexposium Group to:

- take, should they wish to do so, photos and/or videos featuring the Partner and/or members of its team, as well as any products exhibited at its stand,
- use any such images freely on all media and in particular for the purposes of advertising (including on the internet) in France and worldwide for a period of five (5) years beginning from the date this application form is signed,
- cite and reproduce, for no charge, its trade mark and company name as a commercial reference for the purposes of communication on any media (including the internet) in France and worldwide for a period of five (5) years beginning from the date this present Event application is signed.

Any Partner who does not wish for all or part of their stand or any elements thereon (logo, trade mark, model) or any members of their team to appear in photographs or films and/or on the Internet by way of advertising material promoting the Event, must advise the Organiser of this in writing before the start of the Event.

Furthermore, any Partner wishing to take photographs of the Event must inform the Organiser in writing beforehand. Given this, the Partner will personally ensure it possesses all necessary authorisations to take photographs at the Event and is exclusively responsible for complying with any image rights enjoyed by Partners.

#### **26. CATALOGUE**

Only the Organiser is authorised to publish, have re-published and distribute the Show catalogue. All information required by the catalogue publishing team will be supplied by the Partners, who remain responsible for it. Under no circumstances will the Organiser be liable for any omissions or reproduction, composition or other errors that may occur.

#### **27. PRACTICAL INFORMATION**

All information about the details of the Partner's participation in the Event can be viewed in the "Practical Information" section of the Partners' platform, accessible from the Event's website. The Partner will comply with the health and safety regulations and customs formalities, as well as the limitations imposed on stand layouts.

#### **28. CUSTOMS**

Each Partner is responsible for carrying out any applicable customs formalities for materials and products originating from outside of France.

The Organiser shall not be held liable for any difficulties arising in connection with the completion of such formalities. The Partner holds harmless the Organiser against any disputes and/or claims in relation to this and will compensate the Organiser for any loss suffered as a consequence of the Partner's failure to comply with the necessary customs formalities.

#### **29. CANCELLATION OF THE EVENT DUE TO A FORCE MAJEURE EVENT**

In the event that the Organiser cancels the Event due to a force majeure event as recognised by French jurisprudence, the Organiser will immediately notify the Partners.

If this occurs, the Organiser shall not be held liable for any loss or damages but shall return to the Partners any amounts paid to it by them.

Force majeure events include:

- events described as such by French jurisprudence,
- events that render the Site's operation impossible, regardless of the cause, and listed exhaustively below:
  - fire, explosion, flood, storm, lightning,
  - deterioration of technical equipment resulting in it being impossible to operate the Site,
  - decision by a government authority to close or requisition the Site.

#### **30. LIABILITY OF THE ORGANISER**

The Organiser shall not be held liable for any interruption or commercial damages suffered by Partners for any reason.

#### **31. PERSONAL DATA**

The Organiser, as data controller, processes the Partner's personal data in order to manage its application to participate in the Event and its business relationship with the Organiser in accordance with these General Terms and Conditions of Participation.

Said information and personal data will also be processed for security purposes in order to comply with legal and regulatory obligations, as well as to enable the Organiser to improve and personalize the services that it offers.

Depending on the choices made by the Partner on its application form, the Partner may also receive, by any communications channel, business proposals and news on the Organiser's activities and services.

The Partner's personal data may be processed, on the basis of the consent (which he may withdraw at any time) in order to communicate to him business proposals and news about other Comexposium Group events and/or their partners, by any communications channel.

Only the Organiser's in-house teams and the service providers that it has authorised in connection with the organisation and management of the Event will have access to the Partner's personal data. If applicable, these data can be communicated to third parties, according to the Partner's choice (the Organiser's partners /Comexposium Group Companies).

The Partner is informed that, for the purposes of the Event's organization and management, certain service providers located in Monaco will have knowledge of the Partner's identification data. This transfer of data outside the European Union is necessary in order for the Organiser to perform its obligations under these General Terms and Conditions of Participation.

The personal data that must necessarily be provided are indicated as such on the application form and are necessary for the conclusion and performance of the contract between the Partner and the Organiser. The Organiser will not be able to process the Partner's requests without said data.

In accordance with the applicable regulations, the Partner has a right of access, a right of rectification, a right to object to the processing of its data, a right to delete data and to limit its processing and a right regarding the portability of its data. The Partner may exercise these rights at any time by writing to the company COMEXPOSIUM – ONE TO ONE RETAIL E-COMMERCE MONACO, 70 avenue du Général de Gaulle – 92058 Paris la Défense cedex or by email to [privacy@comexposium.com](mailto:privacy@comexposium.com). Finally, the Partner has the right to lodge a complaint with France's Commission nationale de l'informatique et des libertés (the "Cnil").

The Partner's personal data will be kept for the duration of its commercial relationship with the Organiser and then during a period of 5 years from the date on which the Partner most recently expressed an interest.

The data needed to establish proof of the said relationship, the data needed to comply with these General Terms and Conditions of Participation and the data needed in order for the Organiser to comply with its legal and regulatory

obligations shall be kept in accordance with provisions in force.

### **32. SUBSTITUTION OPTION**

As part of the execution hereof, the Organiser may at any time be free to:

- be replaced by any company from the Comexposium Group to which it belongs, understood as referring to any controlling, controlled by or placed under the same control as the Organiser (as defined by Article L 233-3 of the Commercial Code), or
- assign or transfer, in any way and to any person of its choice, the rights and obligations ensuing from these Terms and Conditions, namely in the event of sale or lease management of the Event's business assets.

It is expressly agreed that this transfer and substitution will not alter the application to participate in the Event, which the Partner will uphold.

### **33. COMPLIANCE**

The Partner shall abide by all applicable legal requirements governing the duties (especially the Sapin 2 law, the Foreign Corrupt Practices Act and UK Bribery Act for anticorruption requirements), obligations, and internal business practices that shall be transmitted to the Organiser and shall obtain any permits or licenses necessary for its operations. The Partner shall not undertake any action in violation of any applicable legal requirement that could result in liability being imposed on the Organiser. The Partner engages to comply with the internal policies (especially the Code of Business Ethics and the Gift & Hospitality process available on the corporate website of the Organiser [www.comexposium.com](http://www.comexposium.com)) disclosed by the Organiser and any requirement edited by those.

### **34. COMPLAINTS AND DISPUTES - GOVERNING LAW - JURISDICTION**

All complaints must be sent by registered post with confirmation of delivery within ten (10) days of the Event closing.

The parties shall endeavour to settle amicably and rapidly any dispute that may arise between them in relation to the interpretation and/or execution of the contract and these Terms and Conditions. Any dispute that cannot be settled in this manner will be subject to the exclusive jurisdiction of the Nanterre courts.

Participation in the Event and all actions taken in relation to this participation are subject to French law.

In the event of any conflict between the English and the French versions of these General Terms and Conditions of Participation, the French language version shall prevail.

### **35. TOLERANCE**

Any tolerance shown by the Organiser regarding any partial or complete failure by the Partner to carry out any provision(s) set out in these Terms and Conditions shall under no circumstances, irrespective of the duration or frequency, give rise to any rights which benefit the Partner nor shall such tolerance modify, in any manner, the extent or terms of performance of the Partner's obligations.

### **36. INVALIDITY**

In the event that one or more provisions of these Terms and Conditions are found to be invalid or declared as such under any law or regulation or following a final court decision, the remaining provisions will remain in force and retain their scope of application.

### **37. SANCTIONS**

In the event of any breach of the Terms and Conditions, the Organiser, having given formal notice in the presence of a bailiff in respect thereof and where the breach remains unremedied, shall have the right to close the corresponding Partner's stand forthwith and prevent the Partner from entering the stand area, without such an action giving rise to a right to claim material or non-material damages from the Organiser in respect thereof.

The Partner shall be liable for any costs arising from the Organiser's intervention (bailiff's fees and/or fees relating to the stand closure).

In any event, once any breach has been identified, the Organiser has the right to terminate this contract without incurring liability for any losses suffered by the Partner, and will immediately repossess the stand area.

In addition, the Organiser has the right to refuse the Partner admission to any Event organised by any company within the Comexposium Group for a period of three (3) years.