

**GENERAL TERMS AND CONDITIONS OF PARTICIPATION** as of 17 July 2020

**1. ACCEPTANCE OF CONTRACT DOCUMENTATION**

The present 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 ECOMMERCE MONACO 2022 Event (hereinafter referred to as the "Event") organised by COMEXPOSIUM (French simplified joint stock company with a share 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 form, the Partner confirms having read through these Terms and Conditions, the General Rules for Commercial Events and, where available, any Specific Rules of 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' Space which can be accessed from the Event's website (hereinafter Contractual documents), and undertakes to accept all the clauses thereof, without reservation or restriction.

Any admission to the Event entails the Partner's complete acceptance of the Contractual documents, except agreed otherwise between the Organiser and the Partner.

The Organiser reserves the right to modify these Terms and Conditions without notice. Any changes hereto will be previously brought to the Partner's attention.

Modifications resulting from changes in the applicable regulations and/or relating to health and personal and/or property safety will have immediate effect, without the need to obtain any approval or sign any document on the subject. These modifications will be brought to the attention of the Partners without delay, without them being entitled to claim any compensation in relation to these amendments.

**2. COMMITMENT - ADMISSION**

Any application to the Event is strictly personal to the Partner. Any application to the Event is subject to a

prior examination by the Organiser who reserves the right to assess and verify, at its sole discretion, and without the following list being neither exhaustive nor compulsory:

- 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 the message that the applicant could deliver in the context of the Event.

Any form of proselytism and/or militancy that could interfere with the smooth running of the Event is strictly prohibited.

Any application 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 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 and the Contractual documents.

Consequently:

- the Organiser commits to provide the Partner with a stand that matches the characteristics indicated by the Partner in its application and to supply the additional services requested in that application, without prejudice to the provisions set out in Clause 11 below,
- the Partner commits to pay the amounts indicated in its application and will comply with the Contractual documents.

The services ordered by the Partner and which the Organiser undertakes to provide are independent and divisible.

Except if the Partner cancels its participation consequently to a modification of the Terms and Conditions or a modification of the dates and/or Site under the conditions, in the forms and within the time limit prescribed in article 3, 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 under the conditions of Clause 11 below.

In the event of rejection of the application, the Organiser will, where applicable, refund to the Partner the amount corresponding to 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 proposed stands.

Finally, it is expressly specified that under no circumstances shall an admission to the Event oblige the Organiser to admit the Partner to any future sessions of the Event or any other event of the COMEXPOSIUM Group to which the Organiser belongs, and shall not confer upon the Partner any booking rights or priorities.

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

Partners that took part in the 2021 edition of the Event, whose application has been accepted by the selection committee before 26th November 2021 (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 9 "Termination clause - Penalty clause" below, First-registered Partners that cancel all or part of their participation by sending written notification to the Organiser until 26<sup>th</sup> November 2021 will not be liable for the payment of any sums related to their cancellation;
- ✓ By way of derogation to the provisions of article 5 "Payment methods" below, the first payment (deposit) will only be due from 26<sup>th</sup> November 2021.

**3. EVENT ORGANISATION TERMS**

The Organiser determines and may modify the organisational arrangements of the Event. In particular, the Organiser determines the Site where the Event will be held, its opening and closing dates, its duration, the opening and closing hours of the Site where the Event will take place, the layouts of the Event, the schedule of events and the registration closing date.

The Organiser bears costs and incurs expenses prior to the holding of the Event (management of registrations, advertising and promotion of the Event, etc.).

In the event of cancellation of the Event other than in the cases referred to in articles 27 and 28 below, the Organiser will immediately notify the Partners by any written means and the sums received by the Organiser will be refunded to the Partner.

In the event the Event is postponed to a later date and/or relocated to a different Site, other than in the cases referred to in articles 27 and 28 below, these changes shall be notified to the Partner by any written means. Unless the Partner cancels its application to participate by means of registered post with confirmation of delivery, sent to the Organiser within 8 days of the said notification, the new dates and/or new Site hosting the Event are deemed to be accepted by the Partner. The Organiser will retain the amount of the deposit and/or participation fees already paid by the Partner for participation in the postponed Event and the Partner remains liable to pay the full amount due in respect of his participation in the postponed Event in accordance with the payment terms as amended *mutatis mutandis*.

In the event of a modification of these Terms and Conditions which would not have immediate effect as set out in article 1, the Partner will be notified of this change by any written means. Unless the Partner cancels its application to participate by means of registered post with confirmation of delivery, sent to the Organiser within 8 days of the said notification, the Partner will be considered as having accepted the amended version of the Terms and Conditions.

The Parties expressly agree that only substantial modifications concerning articles 1, 2, 3, 5, 9, 27 and 28 of these Terms and Conditions give the Partner the right to cancel its participation in the Event within the following 8-day period, it being specified that modifications concerning the duration of the Event and/or the procedures for opening and closing the Site do not give the Partner the right to withdraw his request to participate.

#### 4. 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.

#### 5. 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 or at any other date fixed by the Organiser and stated in the application form,

- the second instalment (deposit): at the date fixed by the Organiser and stated in the application form ;
- the 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.

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

The Event website is protected by a secure payment system. 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.

#### 7. 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 5 "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.

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

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

#### 8. 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.

#### 9. TERMINATION CLAUSE – PENALTY CLAUSE

9.1 If the Partner fails to pay any of the amounts it owes by the due date 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 9.1 to the Partner by any written means, when the breach remains unresolved.

If the Partner expresses the intention of cancelling its participation to the Event, regardless of the reason, 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 formal notice's notification 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 in application of this clause, the Partner remains liable to pay the Organiser the full price of its participation in the Event. Consequently, the amounts previously paid will definitively remain the

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

**9.2** 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 does not occupy its stand by the day before the Event opens to the public, 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 5 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 9.2, the consequences of termination will be the same as those provided by article 9.1.

## 10. INSURANCE

### 10.1 Automatic insurance

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.

### 10.2 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 that 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.

**10.3 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).

### 10.4 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.

## 11. ALLOCATION OF STANDS

The Organiser will draw up an Event floor plan and allocate stand areas as applications are received taking into account the Event's different sections.. The Organiser will do its best to take into account the wishes expressed by the Partners and the nature of the products exhibited. The Organiser alone can determine the general arrangement of the Event, as well as the arrangement of the stands at the Site.

Participation in previous events does not give the Partner any special rights to stand locations.

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

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 stand allocated to it.

Under no circumstances shall the Organiser be held liable for any

consequences arising (disturbances, commercial damages among other things) from the location of a stand allocated to a Partner.

## 12. PACKAGE CONTENTS

### 12.1 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 1st March 2022. 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. 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.

### 12.2 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.

### **13. SUBLETTING / SHARED EXHIBITING**

The Partner is not authorised to make any publicity, under any form, for non-exhibiting companies.

### **14. STANDS**

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 stand must be returned to the Organiser in a clean condition and cleared of any rubbish. 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

recorded upon return of the stand will be invoiced to the Partner.

#### **c) Stand occupation**

The Partners will occupy their stands no later than the day before the Event opens to the public.

The stand must be continually occupied by the Partner during opening hours of the Event to the public.

#### **d) Badge readers**

The badge 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, company, phone number if authorised by the guest, email address. 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. Finally, the Partner is informed that the data collected by the pass readers will be used by the Organiser for statistical purposes, stand traffic analyses and interaction with the public.

### **15. 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 application form.

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.

### **16. VISIBILITY**

The Partner shall be solely liable for the contents of all information supplied by it and intended to be broadcasted by the Organiser on the Event's website, and in particular for information about itself and 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.

### **17. ILLICIT TICKET TOUTING**

The act of offering for sale or Eventing 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 provided in article 313-6-2 of the Penal Code).

### **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 an 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 an 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 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 application form.

**20. BUSINESS PRACTICES / ABSENCE OF A RIGHT TO WITHDRAWAL / 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).

Consumers do not benefit from the right of withdrawal for any contract signed with Partners performing their

activity under normal conditions as defined in article L 221-1 of the Consumer Code, meaning under normal conditions in accordance with the Terms and Conditions and the General Rules for Commercial Events.

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.

In accordance with articles L 612-1 and following of the Consumer Code, the Partner additionally commits to offer to the consumers a mediator in order to solve amicably any dispute arising between them.

**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. 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 meet its obligations.

**23. 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 of its application form,
- 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 of its application form.

- Where applicable, represent, broadcast, reproduce, adapt, record, edit, translate, use, exploit at no cost the materials provided by the Partner during the Event which the latter certifies being the owner of the copyrights or certifies having received all the required authorisations from the owner of the copyrights, and also the interventions of the Partners 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 of its application form.

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 beginning 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, public or any other participant to the Event.

**24. CATALOGUE**

Only the Organiser is authorised to publish, have re-published and distribute the Event 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.

**25. PRACTICAL INFORMATION**

All information about the details of the Partner's participation in the Event can be viewed in the Partners' Space, accessible from the Event's website.

**26. 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.

**27. CANCELLATION OR POSTPONEMENT OF THE EVENT DUE TO A FORCE MAJEURE EVENT**

In the event of force majeure, preventing the holding of the Event under the initial terms, the Organiser will have the authority to cancel, modify the date, the duration of the Event and/or the Site, decide its extension or its early closure or adapt the Event to the circumstances without the Partners being entitled to claim any compensation whatsoever.

For the purposes of these Terms and Conditions, will be considered as force majeure ("Force Majeure") the following events:

- Any event qualifying as force majeure within the meaning of article 1218 of the French Civil Code, and
- Any event or situation, whether or not it meets the conditions of force majeure within the meaning of article 1218 of the French Civil Code, which makes it impossible to operate the Site and/or to hold the Event or involves risks of disturbance or disorders likely to seriously affect the organisation and the smooth running of the Event or the safety of goods and persons (provided that it is not due to a fault or negligence on the part of the Organiser) such as:
  - fire, explosion, flood, storm, lightning, natural disaster;
  - riots, strikes, wars, acts of terrorism or actual threat of terrorism;
  - actual risk to the safety of persons and property;
  - epidemics and/or health emergencies, and/or health crises or actual health risks;
  - deterioration of technical equipment making it impossible to operate the Site or compromising the smooth running of the Event;
  - supply problems regarding consumable materials;

- administrative decision to close the Site and/or to prohibit the holding of the Event, requisition, or decision of a third party binding on the Organiser.

In the event of Force Majeure, the Organiser will immediately notify the Partners.

In the event of a cancellation of the Event due to a Force Majeure event, the amounts received by the Organiser will be refunded to the Partners, after deduction of a proportion of the costs and expenses incurred by the Organiser for the holding of the Event (in particular, those relating to administrative costs, organisation, promotion and the conduct of the Event).

The amount refunded to each Partner is calculated in proportion to the price paid by each Partner for its participation in the Event.

In the event of postponement of the Event to a later date and/or to a different Site, in the event of a change in the duration and/or opening and closing procedures of the Event or in the event of adaptation of the Event due to Force Majeure, the amount of the deposit or participation fee paid by the Partner will be retained by the Organiser for its participation in the postponed Event, and the Partner remains liable to pay the full amount due for its participation in the postponed Event in accordance with the terms of payment as amended *mutatis mutandis*. The Partner is not entitled to claim, under any circumstances, reimbursement of any amount paid or any compensation whatsoever.

**28. UNFORESEEABILITY**

In the event of a change of circumstances unforeseeable at the time of the conclusion of the contract, making its performance excessively onerous for COMEXPOSIUM, the Organiser reserves its right to cancel the Event or to modify, prior to the Event, the date, the Site, the duration of the Event, as well as the opening and closing hours of the Site which will host the Event.

These modifications shall not substantially alter the format of the Event and shall be notified to the Partner with reasonable notice.

In the event of cancellation of the Event under the conditions of this article, the amounts received by the Organiser will be refunded to the Partners, without the Partners being entitled to claim any compensation whatsoever.

In the event of a modification of the Event or the conditions of organisation as provided for in this article, the amount of the deposit or the participation fees paid by the Partner will be retained by the Organiser for the participation of the Partner in the Event as modified and the Partner remains liable to pay the full amount due for its participation in the Event in accordance with the terms of payment as amended *mutatis mutandis*. Partners are neither allowed to demand a partial or total refund of the amount of the participation fee nor to claim any compensation whatsoever.

Article 1195 of the French Civil Code, relating to unforeseeable changes of circumstances, does not apply to these Terms and Conditions and to any contract entered into between the Organiser and the Partner on the basis of these Terms and conditions. The Organiser and the Partner declare that the Contractual documents contain the provisions that they have deemed sufficient and necessary to deal with such changes, including the provisions of this Article 28, and that, for the rest, they agree to bear the risk of changes as referred to in Article 1195 of the French Civil Code. Each party expressly waives the right to invoke the provisions of Article 1195 of the French Civil Code, and all rights it might have benefited under that article.

**29. 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, the service providers that it has authorized in connection with the organisation and management of the

Event and participants with whom an interaction was scheduled 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 Show's organisation and management, certain service providers located in Monaco will have knowledge of the Partner's identification data for the purposes of organisation of Partner's participation and stay. 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 ECOMMERCE MONACO 70 avenue du Général de Gaulle – 92058 Paris la Défense cedex FRANCE* or by email at [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.

### 30. 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.

### 31. 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 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.

### 32. 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. If at the end of a period of 90 calendar days after the date of receipt of the registered letter with acknowledgement of receipt notifying the dispute, the Organiser and the Partner do not reach an agreement, the dispute will then fall within the exclusive jurisdiction of the courts of Nanterre.

Participation in the Event and all actions taken in relation to this participation are subject to French law. In case of contradiction between this translation of the General Conditions of Participation and the French version thereof, only the French version shall prevail.

### 33. 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 the Contractual documents 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.

### 34. 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.

### 35. SANCTIONS

In the event of any breach of the Contractual documents, the Organiser, having given formal notice if necessary 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 be free from any commitment towards the latter.

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.