



# EXHIBITORS TERMS AND CONDITIONS

General Terms and Conditions for Exhibitors at World Indoor Climbing Summit

We are glad that you have decided to book an exhibition space at the World Indoor Climbing Summit. We look forward to seeing you there!

By submitting an exhibitor application form, you (the Exhibitor) are entering into an agreement with Collider Climbing EOOD (the Organizer) and agree to the following Terms and Conditions:

## 1. Application

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These Terms and Conditions shall apply to all Exhibitors at WICS.

All Applications are accepted subject to these Terms and Conditions and no addition to, or variation of, such Terms and Conditions shall be binding unless agreed to by the Organizer in writing.

In the event of conflict between these Terms and Conditions and any other terms and conditions (of the Exhibitors or otherwise), the former shall prevail unless expressly otherwise agreed by the Organizer in writing.

The Organizer reserves the right to alter and update the Terms and Conditions on the WICS website. The Exhibitor is obliged to comply with the Terms and Conditions applicable during their time of application.

## 2. Definitions and Interpretation

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In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“WICS” means World Indoor Climbing Summit;

“Exhibitor” means any person to whom space at WICS shall have been allotted and shall include all staff, employees, servants and agents of such person;

“Organizer” means Collider Climbing EOOD, registered with the Bulgarian Commercial Register under Unified Identification Number (UIN) 204504373, with seat and registered address at 111V, Tsarigradsko shose Blvd., floor 3, Sofia, Bulgaria;

“Venue” means the exhibition halls and conference rooms situated in John Atanasoff Innovation Forum, 111, Tsarigradsko shose Blvd., Sofia, Bulgaria, and the accompanying spaces such as entrance halls, passageways, staircases, cafés and/or restaurants, car parks and outdoor sites as well as any other venues included in the programme where WICS events take place;

“Booth Space” shall mean the exhibit space assigned to the Exhibitor by the Organizer upon acceptance of the application under the conditions of the present Terms and Conditions;

“Sofia Tech Park Regulations” means the regulations concerning the Venue, as adopted by Sofia Tech Park AD, UIC 202099976, together with all amendments thereto;

“Website” means the web page located at the following address [www.climbingsummit.com](http://www.climbingsummit.com);

“Application” means a legally binding and irrevocable statement of intent on the part of the Exhibitor to participate in the WICS. Deletions, additions or amendments to the application form shall be invalid. By submitting an application, the Exhibitor acknowledges these Terms and Conditions in full. The Terms and Conditions shall also apply accordingly with regard to ancillary services e.g. additional commissioned work such as the erection and dismantling of the exhibition booth, hiring of equipment, provision of electricity or other services and facilities.

“Build-up Period” shall mean the time between 8.00 a.m. – 5.00 p.m. on June 18<sup>th</sup> 2019

“Break-down Period” shall mean the time between 5.00 p.m. – 10.00 p.m. on June 21<sup>th</sup> 2019 – June 22<sup>nd</sup> 2019.

### 3. Applying for Booth Space

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Exhibitors must apply for booth space by submitting the official Exhibitor Application form on the WICS website. Booth Space will be allocated on a “first come – first served” basis, and in accordance with the Exhibitor’s indicated preferences. The Application Form must list all companies being represented by the Exhibitor as well as the type of items that are to be exhibited. The submission of the application form provided, together with the Exhibitor’s desired allocation, and the Organizer’s acceptance of the Application, shall be deemed to be a contract in acceptance of and in accordance with these Terms and Conditions. The Organizer shall reserve the Exhibitor’s preferred Booth Space for the advance payment term indicated in the present Terms and Conditions.

### 4. Booth Space Dimensions

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The Organizer contracts two types of Booth Space sizes at the Venue:

- a) 3 x 3 m
- b) 6 x 3 m

### 5. Application Acceptance

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The application form must be received no later than *March 20th, 2019*.

Only fully completed application forms will be accepted. The Organizer will hold the Exhibitor’s preferred booth space for 5 (five) days after receiving their completed application form, and issuing a proforma invoice. In order to secure the booth, the Exhibitor must make an advance payment in the amount of 100% of the exhibit fee within this 5 (five) day period. The Organizer reserves the right to assign the Booth Space to another Exhibitor, if the advance payment is not made within the given period.

### 6. Occupation of Booth Space

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Subject to the written confirmation by the Organizer of the Application, the Exhibitor shall be entitled to occupy the Booth Space for the purpose of displaying exhibits and other articles, items and materials within the scope of WICS for the duration of WICS. The Organizer shall be permitted to have access to the Booth Space at all times. The Exhibitor shall install their exhibits, articles, items, materials and booths during the Build-up Period and remove their exhibits, articles, items, materials and booths during the Break-down Period. All booths must be completed and ready for the event opening by 5.00 p.m. on the day before WICS is due to begin. In the event of an Exhibitor failing to take possession of their allocated Booth Space, the Organizer reserves the right to re-allocate or otherwise deal with the Booth Space as it decides. The Organizer shall have the right to refuse to permit the Exhibitor to occupy or use the Booth Space until all the sums due to the Organizer from the said Exhibitor have been paid.

The Organizer reserves the right to amend the floorplan or alter the exact location of the booth spaces within the floorplan. The Organizer will endeavor to consult with the exhibitors who are directly affected whenever possible.

## 7. Booth Layout Submission

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All exhibitors need to submit a booth design to the Organizer for approval (which will not be withheld unnecessarily) until May 1<sup>st</sup> 2019. The Organizer reserves the right to prevent work being carried out by, or on behalf of, any Exhibitor who has not complied with these Terms and Conditions, including the requirement to submit booth design drawings in accordance with the terms and conditions.

## 8. Exhibitor Staff Registration

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Exhibitors' clients and staff members, including those only responsible for setting up and tearing down booths, must be registered in order to receive a name badge and have proper access to the Venue. Client and Staff Registration is done by sending each person's name, company, e-mail and title to [info@climbingsummit.com](mailto:info@climbingsummit.com). Registered Exhibitor staff members will automatically have early access (**08.00 a.m. on June 18<sup>th</sup> 2019**) to the Venue.

Exhibitors who have applied for 3x3 m booths receive 2 exhibitor and 10 client passes free of any additional charge and exhibitors who have applied for 6x3 m booths receive 4 exhibitor and 20 client passes free of any additional charge.

Exhibitors may purchase additional passes beyond the above allotment by sending their order via e-mail to [info@climbingsummit.com](mailto:info@climbingsummit.com). Additional exhibitor passes are sold at a preferential rate of 190 EUR per pass.

No other individuals or companies contracted by the Exhibitor except those registered under the previous paragraph shall be permitted to the Venue.

## 9. Eligibility of Exhibits

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Exhibits must fall within the defined scope of WICS and may represent all forms of materials, machinery, plant equipment and ancillary services related to the exhibition as approved by the Organizer. Exhibitors shall provide details of the types of products or service they intend to display via the application form. Exhibitors are not allowed to sub-let the Booth Space nor to permit the Booth Space to be utilized by any other person or company without the Organizer prior consent in writing.

## 10. Payment

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The Exhibitor must pay 100% of the exhibit fee including VAT in advance within 5 (five) business days of receiving a proforma invoice in order to secure a Booth Space. Payments should be made in EUR currency only via bank transfer to the bank account of the Organizer, which is indicated in the proforma invoice sent by the Organizer. All bank fees and money transfer costs must be paid by the Exhibitor.

In the event that the Exhibitor fails to pay any or all such fees in accordance with the payment deadlines indicated above, the Organizer reserves the right to reassign or cancel the Exhibitor's Booth Space. In the event that Exhibitor pays the exhibit fees after such reassignment, the Organizer may, in their sole discretion, assign such other exhibit space, if then available, which the Organizer deems appropriate.

## 11. Exclusions from Exhibit Fee

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The exhibit fee is for Booth Space only and does not include furniture, multiple power sockets (the fee includes only one power socket- one 3,5 kW outlet per booth, if more sockets are needed they have to be paid in addition), insurance, cleaning, loading and handling of equipment, staff, telephones, etc.

## 12. Cancellation. Retention of Exhibit Fee

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Exhibitors may cancel their reserved Booth Space in writing at any time prior to March 20, 2019 (“Cancellation Deadline”) and receive a 50% refund. To receive a refund, such cancellation must be in writing and must be received by the Organizers on or before the Cancellation Deadline at [info@climbingsummit.com](mailto:info@climbingsummit.com). The Exhibitor agrees that for cancellation of their reserved Booth Space, or for any other cancellation or non-performance of these Terms and Conditions by the Exhibitor, the Exhibitor agrees the Organizer to retain 50% of the exhibit fee if such cancellation is performed on or before March 20, 2019 and 100% of the exhibit fee where cancellation is received after March 20, 2019.

Further, if Exhibitor fails to occupy their assigned Booth Space and complete the construction of their exhibit therein by 5.00 p.m. on the day before WICS opens, the Organizer shall have the right to cancel Booth Space reservation and for such cancellation the Organizer shall also be entitled to retain 100% of the exhibit fee. The parties acknowledge and agree that any cancellation of the reserved Booth Space or due to the Exhibitor’s failure to occupy the Booth Space as contemplated herein, will result in substantial harm and hardship to the Organizer that is difficult to ascertain at the time that of Booth Space reservation. Therefore, the parties agree that any exhibit fee retention hereunder constitutes liquidated damages and not a penalty, and that such amount is a fair and reasonable measure of the Organizer’s damages in the event of a cancellation or non-performance by Exhibitor regardless of whether the Booth Space is ultimately re-licensed or used by another party.

## 13. Exhibitor’s Conduct

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The Exhibitor shall:

- (a) ensure that the Booth Space is maintained in a clean and orderly state during the event;
- (b) exhibit or otherwise display or make available from the Booth Space only items which are within the scope of WICS and are indicated by the Exhibitor in the Application;
- (c) ensure conformance to all applicable safety regulations, public order regulations, and other rules applying including the respective Sofia Tech Park Regulations.

The Exhibitor (and each of their representatives, as appropriate) shall not:

- (a) make sales that result in the exchange of product or money within the Venue;
- (b) bring or distribute alcoholic drinks into the event;
- (c) exhibit anything not specified in their Application;
- (d) use "live" microphones or loudspeaker equipment in any space, unless specifically allowed by the Organizer. Laptop computers, portable film, slide and videotape projectors may be utilized as long as other rules are met;

## 14. Product Presentations

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Exhibitors may conduct product presentations during the designated time slots announced on the website. Product presentations should take place in WICS conference rooms which are to be rented from the Organizers. Exhibitors apply for product presentations via the application form on the Website.

Besides the above product presentations, special activities at Booth Space, such as product

presentations, performances and shows, may only take place if written permission is granted by the Organizer. Please note that permission must be requested in writing at the latest 30 days before the beginning of WICS. Such presentations and product demonstrations in a manner which assures all Exhibitor personnel and attendees are within the contracted Booth Space and not encroaching on the aisle or neighboring exhibits.

## **15. Promotional Material Distribution**

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No Exhibitor (or non-exhibitor) may distribute and/or drop promotional materials for display purposes outside of their Booth Space. This includes aisles, bathrooms, parking lots, other booth spaces not contracted and all other common areas on show grounds. Please report any Exhibitor (or non-exhibitor) soliciting outside of their Booth Space to the Organizer immediately. Advertisements of persons who are not Exhibitors may not be displayed.

Exhibitors may only take advantage of the advertising opportunities approved by the Organizer, which can be found and applied for at <https://climbingsummit.com/advertising/>

## **16. Copyrighted Materials**

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The Exhibitor acknowledges and agrees that he shall be solely responsible for obtaining any licenses, permits, etc., that may be required for him to broadcast, perform, or display any copyrighted materials including, but not limited to, music, video, and software. Exhibitor shall indemnify, defend, and hold harmless the Organizer, their members, managers, directors, officers, employees, and agents, and each of them from and against any and all claims and expenses, including attorney's fees and costs, arising out of, or related to, Exhibitor's breach of this provision.

## **17. Exhibitor Advertising at WICS**

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Banners, company signs, advertising signs and other advertising material shall not be mounted or distributed outside the Booth Stand and shall not protrude into the passageways. The mounting of advertising panels, posters or other advertising material or the distribution of advertising material outside the Booth Stand, the manufacturing and distribution of marketing materials such as bags, badge holders, etc., and other advertisement, shall only be permitted after special agreement with the Organizer and at an additional specific charge.

## **18. World Indoor Climbing Summit Name and Logo**

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Written permission is needed for a license to sell items featuring the World Indoor Climbing Summit name or logo. Giveaway items with the WICS name or logo require written approval, but not a separate license.

## **19. Exhibitor Use of Photos for Marketing Purposes**

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The Exhibitor is permitted to take a reasonable number of photographs for their own promotional and marketing use provided that the Exhibitor does not infringe the Organizers' intellectual property rights it holds in connection with WICS.

## **20. Promotion and Marketing of WICS by Organizer**

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By applying for a Booth Space, the Exhibitor gives consent to the Organizer to take and use photographs, images and any video footage of the Exhibitor, or the space during WICS for any of the Organizer's promotional purposes without any payment to the Exhibitor. The Organizer shall

be entitled to use and reproduce the Exhibitor's name, trademark and logo in connection with the promotion and production of WICS.

## 21. Aisle Use

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Aisles are to remain completely free of obstructions and not put to commercial use in any way. No activity can be conducted outside of Booth Space, including handouts, solicitations, presentations or mascots.

## 22. Live Animals

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Live animals are not allowed within the Venue.

## 23. Height Restrictions

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No booth element may be above 2,5 meters high. Exhibitors exceeding these limits without prior written permission will be required to revise the booth to fit guidelines before the show opens.

## 24. Removal of Exhibit

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No exhibit, or any part of any exhibit, may be dismantled, torn down or removed from Booth Space or from the Venue until after 5.00 p.m. on June 22<sup>nd</sup> 2019 unless otherwise directed by the Organizer in writing, or in the event of emergency. The Exhibitor shall fully vacate the Booth Space and remove all Exhibitor property and materials by no later than the expiry of the Break-down Period. The Exhibitor will remain responsible for all property left on or in the Booth Space, and will be held liable for any personal injury, property damage, fines and removal, storage and disposal costs caused by any such abandoned property.

## 25. Service Orders

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On behalf of the Exhibitors, the Organizer has designated certain official contractors ("Official Exhibition Contractors") to provide the following: electricity, furniture, carpets, etc. Electricity, lighting, furniture, carpet, must be ordered through the respective forms uploaded on the Website. Other booth supplies and services are available on the Website. Please read the instructions carefully and order before May 21<sup>st</sup> 2019 to avoid late fees.

The Organizer assumes no responsibility or liability for any of the services performed or materials delivered by the Official Exhibition Contractors. Arrangements for these services and payments are to be made between Exhibitors and Official Exhibition Contractors. The Organizer reserves the right to change or appoint additional Official Exhibition Contractors as may be found necessary.

## 26. Shipping

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WICS does have an official exclusive carrier. Please see "Shipping and On-site Handling" section of the Website for more information.

## 27. Cleaning

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The Exhibitor shall be responsible for cleaning of the Booth Space. Packaging material and waste left or deposited by the Exhibitor in the passageways or around the booth shall be removed at the Exhibitor's expense. Hazardous and problematic waste must be removed by the Exhibitor himself.

## 28. Fire Precautions

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All inflammable materials shall be effectively fireproofed or otherwise processed against fire in accordance with any statutory or local regulations or requirements to which WICS may be subject. All electrical wiring and cables must be clear of the floor. No packing materials or empty boxes must be stored on or behind booths. Fire points and exits must be kept clear at all times. The Exhibitor must adhere to all fire and safety regulations which affect WICS.

## 29. Health and Safety

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The Exhibitor must comply with all current health and safety legislation.

## 30. Damage to the Venue

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No nails, screws or other fixtures may be driven into any part of the hall structure including floors. No vehicles may enter the Venue. Care should be taken to avoid any damage to any part of the hall structure. Should any such damage or disfigurement occur, the Exhibitor shall be liable for any reparation charges incurred.

## 31. Security

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Security staff will be on duty throughout the period of tenancy of WICS but shall be under no liability for loss or damage. Name badges must be worn at all times by Exhibitors.

## 32. Disturbance

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The Organizer reserves the right to regulate any activity on the part of any Exhibitor that may cause disturbance to other Exhibitors or visitors to WICS. This includes excessive noise from sound equipment. In addition, the Organizer reserves the right to relocate, restrict, bar, terminate and/or close, any activities, exhibits or Exhibitors which are deemed to be objectionable, disruptive or not in compliance with these Terms and Conditions, as reasonably determined by the Organizer in their sole discretion, and any such circumstances shall be deemed a default by Exhibitor hereunder.

## 33. Indemnification

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Exhibitor shall indemnify and hold harmless and defend the Organizer and their managers, employees, agents, subcontractors, volunteers, subsidiaries, affiliates and assignees from any and all losses, damages, claims, actions, judgments, expenses (including attorney's fees) and other liabilities arising from or related to (a) Exhibitor's activities conducted on or in the Booth Space or the Venue, (b) Exhibitor's use or occupancy of the Booth Space or the Venue, including, without limitation, the assembly or maintenance of Exhibitor's exhibits therein, (c) the negligent or intentionally wrongful acts or omissions of Exhibitor or their employees, personnel, agents, subcontractors or representatives, (d) the materials, products or other items made available by Exhibitor at or in the Booth Space or the Venue, and (e) any default or breach of Exhibitor under these Terms and Conditions.

## 34. Variation and Amendments

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The Organizer reserves the right to do the following:

- 1) cancel or change the speakers, format, features, content, location or any other aspect of WICS, at any time, without liability;

- 2) subcontract the performance of any of their obligations to a third-party subject to the Terms and Conditions remaining the same. Where the Organizer sub-contracts the performance of any of their obligation under these Terms and Conditions to any person, the Organizer shall be responsible for the acts or omissions of the sub-contractor(s) as if it were an act or omission of the Organizer himself.

### 35. Liability and Indemnity of the Organizer

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If the Organizer breaches the agreement by not using reasonable care and skill and this breach can be remedied the Organizer will remedy it at no extra cost to the Exhibitor.

The Organizer does not accept responsibility for any theft, loss or damage from any cause whatsoever, in respect of any property brought to the Venue by the Exhibitor. The Organizer shall only be liable for damage sustained by the Exhibitor that is a direct consequence of gross negligence or of an intentional act or omission on the part of the Organizer. Liability is in any case limited to the lower of the following two sums: a) the sum paid out to the Organizer by their insurance company relating to that particular claim; or b) reimbursement made to the Organizer by a third party with respect to the damage relating to that particular claim.

In the event that the WICS cannot be held or is postponed due to events beyond the control of the Organizer (force majeure) or due to events which are not attributable to wrongful intent or gross negligence of the Organizer, the Organizer cannot be held liable by the Exhibitors for any damages, costs, or losses incurred, such as transportation costs, accommodation costs, costs for additional orders, financial losses, etc. Under these circumstances, the Organizer reserves the right to either retain the entire exhibit fee and to credit it for the postponed event, or to reimburse the Exhibitor after deducting costs already incurred for the organization of the summit and which could not be recovered from third parties.

The Organizer accepts no liability for loss, injury or damage to property or persons at WICS, whether direct, consequential or indirect including but not limited to injury, lost property, lost profits, salary, money or savings. Subject to the extent permitted by the applicable law.

Speakers' or other exhibitors' views and advice are their own and the Organizer disclaims all liability for advice and opinions given. Documents distributed at WICS are intended for information only and should not be relied upon.

### 36. Force Majeure

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Neither party to these Terms and Conditions shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

### 37. Waiver

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No waiver by the Organizer of any breach of these Terms and Conditions by the Exhibitor shall be considered as a waiver of any subsequent breach of the same or any other provision. A waiver of any term, provision or condition of these Terms and Conditions shall be effective only if given in writing and signed by the waiving party and then only in the instance and for the purpose for which it is given. No failure or delay on the part of any party in exercising any right, power or privilege under these Terms and Conditions shall operate as a waiver of it, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise of it or the exercise of any other right, power or privilege.



### 38. Severance

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If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected thereby.

### 39. Governing Law and Jurisdiction

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These Terms shall be governed by, and construed in accordance with, Bulgarian law. The parties irrevocably agree that the courts of the city of Sofia, Republic of Bulgaria have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with these Terms or the legal relationship established by them, and for those purposes irrevocably submit all disputes to the jurisdiction of the Bulgarian courts.