

PARTICIPATION TERMS AND CONDITIONS OF TALLINN FOODFAIR 2023**1. ORGANIZER**

Profexpo OÜ (hereinafter: **Organizer**), registry code 10041247
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2. TIME AND PLACE

Time: September 27-28, 2023
Place: Unibet Arena, Paldiski mnt 104 B, Tallinn (hereinafter: **Exhibition Center**)
Assembly: 25.09., 9 am to 10 pm., 26.09, 9 am to 8 pm
Exposure: 26.09., 9 am to 8 pm
The Fair is open to visitors: 27.09., 10 am to 6 pm and 28.09., 10 am to 5 pm
Dismantling: 28.09., 5 pm to 10 pm., 29.09., 9 am to 5 pm

3. FAIR AND EXHIBITORS

- 3.1. The trade fair Tallinn FoodFair 2023 (hereinafter: **Fair**) exhibits food products, beverages, kitchen equipment, and utensils, household utensils, shop and restaurant supplies, equipment for the production, storage, sale, and serving of food.
- 3.2. The Exhibitor at the Fair (hereinafter: **Exhibitor**) can be any legal or natural person whose products or services correspond to the theme of the Fair. The Exhibitor may also be a media publication, publishing house, organization, association or training institution whose activities are related to what is exhibited at the Fair. The above also applies to the co-exhibitor (hereinafter: **Co-Exhibitor**), who has reached an agreement with the Exhibitor to participate in the Fair under the conditions set out in the Terms and Conditions of Participation and has registered for the Fair according to the procedure laid down in clause 4.6.
- 3.3. The rights and obligations of the Exhibitor arise from the registration of the Exhibitor.

4. REGISTRATION OF THE EXHIBITOR

- 4.1. The basis for the registration of the Exhibitor is the registration application submitted via the Organizer's website www.profexpo.ee/foodfair/exhibitor/registration (hereinafter: **Registration Application**), by which a person wishing to participate in the Fair confirms his/her wish to participate in the Fair according to the conditions provided in the Registration Application and these Terms and Conditions of Participation (hereinafter: **Conditions of Participation**). The duly completed Registration Application must be submitted to the Organizer no later than 1 September 2023.
- 4.2. The Exhibitor is registered at the Fair if he or she has received confirmation of participation from the Organizer after submitting the Registration Application (hereinafter: **Confirmation of Participation**) and/or the invoice for payment of the registration fee (hereinafter: **Registration Fee**) The registration fee is €295 for the Exhibitor and €195 for the Co-Exhibitor, to which VAT will be added.
- 4.3. In the Confirmation of Participation, the Organizer informs the Exhibitor of the extent of fulfilment of the wishes expressed in the Registration Application, including the size and location of the space allocated to the Exhibitor for use (hereinafter: **Exhibition Space**) in the Exhibition Center. The determination of the Exhibition Space shall take place according to the submission of Registration Applications on a first come first served basis, taking into account the size of the Exhibition Space, what is exhibited by the Exhibitor, and the technical possibilities of the Exhibition Center. If the Exhibitor decides not to participate in the fair, the Exhibitor must notify the Organizer of this before the deadline for paying the Registration Fee. If the Exhibitor fails to notify the Organizer on time, the Exhibitor is legally bound to pay the Registration Fee.
- 4.4. The Exhibitor is obliged to pay the Registration Fee by the deadline indicated on the invoice (the deadline depends on the time of issuing the invoice), by which the Exhibitor also expresses its consent to what is stated in the Participation Confirmation.

- 4.5. When submitting a **Registration Application** after the deadline provided in clause 4.1, the Organizer shall issue a Participation Confirmation if free Exposition Space is available and at a rental price 25% higher than indicated in clause 5.
- 4.6. The Exhibitor has the right to allow third parties (hereinafter: **Co-Exhibitors**) to use the Exhibition Space allocated to the Exhibitor if the Organizer has given its consent in a form that can be reproduced in writing. The Exhibitor is responsible for ensuring that financial obligations and Participation Conditions are fulfilled by the Co-Exhibitor. The basis for the registration of a Co-Exhibitor is the Co-Exhibitor's Registration Application submitted via the Organizer's website (clause 4.1.).

5. RENT AND PAYMENT THEREOF

- 5.1. The rental of the Exhibition Space (hereinafter: **Rent**) is 104 €/m² plus VAT.
- 5.2. The minimum size of the Exhibition Space is 6 m². The minimum size of the surface area of the Co-Exhibitor is 4 m².
- 5.3. The Exhibitor can Rent a Package Stand (Standard Stand) to participate in the Fair, the rental price of which is included in the Rent and indicated on the Organizer's website.
- 5.4. The Rent payable for the second floor of the Stand is 50% of the Rent indicated in clause 5.1.
- 5.5. The Exhibitor is obliged to pay the Rent no later than by the deadline specified in clause 4.1, upon later registration as indicated on the invoice.
- 5.6. With the consent of the Organizer, the Rent of advertising space installed outside the Exhibition Space (clause 10.8) is 95 €/m², plus VAT. Equipment and information carriers exceeding the standard height of the Stand and located outside the Exhibition Space of the Stand are also considered such advertising space.

6. WITHDRAWAL OF CONFIRMATION OF PARTICIPATION AND WITHDRAWAL FROM PARTICIPATION

- 6.1. The Organizer has the right to withdraw from the Confirmation of Participation if
- 6.1.1. despite the Organizer's reminder the Exhibitor has not paid the Registration Fee on time;
- 6.1.2. despite the Organizer's reminder, the Exhibitor has not paid the Rent on time.
- 6.1.3. despite the Organizer's reasonable efforts, it is not possible to organize the Fair without losses due to the low interest of the Exhibitors and the lack of interest of the Exhibitors is not due to the Organizer.
- 6.2. The Exhibitor has the right to withdraw from participation in the Fair by withdrawing the Registration Application.
- 6.3. Upon withdrawing the Registration Application on or before 15.08.2023, the Exhibitor has the right to demand the return of any Rent paid, but not the Registration Fee. The Rent paid upon later withdrawal from the Registration Application is not refundable.
- 6.4. The Registration Fee, including the Co-Exhibitor's Registration Fee, shall, in no case, be refunded upon withdrawal from the Registration Application.

7. CARDS FOR EXHIBITORS

- 7.1. The Organizer will issue Fair cards and invitations to the Exhibitor as follows:
- 7.1.1. Exhibitor cards valid from 26.09. to 29.09.2023 according to the size of the Exhibition Space;
- 7.1.2. Builder cards valid from 25.09. to 26.09., 28. to 29.09.2023;
- 7.1.3. Four (4) free invitations per square meter of the Exhibition Space.
- 7.2. The conditions for ordering additional cards, invitations, and available on the Organizer's website.

8. CATALOGUE OF THE FAIR

- 8.1. The Organizer publishes the Catalogue of the Fair (hereinafter: **Catalogue**) in print and online. The Catalogue publishes the contact details of all Exhibitors and Co-Exhibitors and the product groups exhibited at the Fair.
- 8.2. To the extent that the Organizer relies on the information provided by the Exhibitors (Co-Exhibitors) when issuing the Catalogue, the Organizer is not responsible for the accuracy of the information contained in the Catalogue in this regard.

9. FAIR SERVICES

- 9.1. The Exhibitor has the right to order from the Organizer the erection of a Package Stand or a stand with a different design from the Package Stand on the Exhibition Space.
- 9.2. The standard height of the stand elements is 2.5 m, erection of structures higher requires additional (separate) approval from the Organizer. The maximum permitted height of a two-story stand is 7.5 m.
- 9.3. The Exhibitor can order additional services from the Organizer on the basis of the price list published on the Organizer's website.
- 9.4. The design of the stand (Stand sketch) and orders for additional services must be submitted to the Organizer no later than 4.09.2023.
- 9.5. Orders placed between 5 and 24 September are subject to a 25% mark-up, and orders placed between 25 and 28 September are subject to a 50% mark-up.

10. OBLIGATIONS OF THE EXHIBITOR

- 10.1. The Exhibitor registers arrival at the Fair at the Exhibition Center with the Organizer before the opening of the Fair. Registration entitles the Exhibitor to start using the Exhibition Space.
- 10.2. If the Exhibitor does not register on time, the Organizer has the right to withdraw the Confirmation of Participation and keep the amounts paid to the Organizer.
- 10.3. The Exhibitor undertakes to follow the norms of fire safety and security equipment in the Exhibition Center and its immediate surroundings, as well as the general conditions of participation; conditions for stand construction and design works; electrical work conditions; requirements for the construction of trade fair stands; conditions for the certification of stand construction companies; fire and occupational safety conditions; public order; entry and parking procedures; catering and trade conditions; waste management conditions and other conditions and instructions made available in the Fair Center. Powering the supply network, water and sewerage connections must be agreed with the Organizer in advance.
- 10.4. The Exhibitor is obliged to tolerate the structural changes made in the Exhibition Center and the change of the location and size of the Exhibition Space if the Organizer has good reasons for making such changes.
- 10.5. The Exhibitor is prohibited from placing any property (incl., exhibits, inventory, advertising, containers, packaging) outside the Exhibition Space, as well as blocking access to fire cabinets, emergency exits, and electrical equipment with any property. In order to store packaging, containers, and other excess property, the Exhibitor can rent warehouse space from the Organizer during the Fair.
- 10.6. Advertising by the Exhibitor must correspond to the theme of the Fair. The dissemination and distribution of any advertisements in the Exhibition Center (except on the Exhibition Space) and in its immediate vicinity must be coordinated with the Organizer.
- 10.7. With the consent of the Organizer, the use of advertising space outside the Exhibition Space must be approved in advance by the Organizer.
- 10.8. The Exhibitor is allowed to offer retail sales in the Exhibition Area. The Exhibitor must have all the appropriate permits and/or licenses provided for in the legislation for retail sales.
- 10.9. The Exhibitor is obliged to tolerate the recording (photos and videos) of the Exhibitor and the Exhibition Space in his/her use in any way for the purpose of advertising, introduction, etc. of the Organizer and/or the Fair.
- 10.10. The Exhibitor shall ensure the intended use of the Exhibition Space, i.e., the Exhibitor's stay and the display of the exhibits on the Exhibition Space until the end of the Fair. Any dismantling and removal of exhibits is prohibited until the end of the Fair.
- 10.11. After the end of the Fair, the Exhibitor is responsible for returning the Exhibition Area and other property used during the Fair to the Organizer in the same condition as before it was used. Adhesive films, stickers, and other advertising material installed by the Exhibitor must be removed from the property made available to the Exhibitor without damaging the property.
- 10.12. If there exist contradictions between the conditions provided in clause 10.3 and the Conditions of Participation, the Exhibitor is obliged to follow the Conditions of Participation.

11. EXHIBITOR'S LIABILITY

- 11.1. The Exhibitor is obliged to pay the Organizer a late payment interest of 0.15% of the amount not paid on time for each day of the delay in the event of non-performance of any financial obligation to the Organizer.
- 11.2. The Exhibitor is responsible for its own exhibits, construction, and other property, i.e., the Organizer and the Fair Center are not responsible for the damage or loss of the Exhibitor's property.
- 11.3. The Exhibitor is obliged to compensate the Organizer for any and all damage caused by illegal activities, including the damage caused to the property provided to the Exhibitor for use during the Fair or, in case of the loss of property, compensation of its purchase value.
- 11.4. The Exhibitor is obliged to pay the Organizer a contractual penalty of double the amount of the Exhibitor's Registration Fee referred to in clause 4.2 (590 euros) in the event of a breach of the Conditions of Participation 10.3. – 10.12.

12. FORCE MAJEURE

- 12.1. The Organizer and the Exhibitor shall be released from liability for damages caused by performance or nonperformance of obligations if the performance or nonperformance is due to circumstances such as accident, fire, epidemic or a restriction imposed by public authorities due to the risk of an epidemic, earthquake, flood or another natural disaster, war or military operation or other phenomenon or event considered to be force majeure, and which interferes with or impedes the performance of obligations or the exercise of rights.
- 12.2. If, due to force majeure circumstances, the organization of the Fair is not possible or is hindered, the Organizer has the right to cancel or postpone the Fair.
- 12.3. In case of the cancellation of the Fair, the Organizer has the right to withdraw from the Confirmation of Participation, and the Organizer has the obligation to return to the Exhibitor all amounts paid on the basis of the Conditions of Participation, except for the Exhibitor's and Co-Exhibitor's Registration Fee. In case of the postponement of the Fair, the Exhibitor has the right to withdraw from the Registration Application and receive back the amounts paid on the basis of the Conditions of Participation, except for the Registration Fee of the Exhibitor and Co-Exhibitor.
- 12.4. If force majeure circumstances occur less than five (5) weeks before the start of the Fair and the Organizer decides to cancel the Fair, or force majeure circumstances occur during the Fair, due to which the Organizer is forced to stop the Fair or shorten its duration, the Exhibitor is not entitled to a refund of any of the amounts paid under the Conditions of Participation; the Exhibitor also has no right to submit any claims against the Organizer due to the cancellation of the Fair or the shortening of the duration of the Fair.

13. SETTLEMENT OF DISPUTES

- 13.1. Possible claims in connection with the Fair must be submitted to the Organizer in writing during the Fair. Subsequent claims have no legal significance.
- 13.2. Disagreements that arise between the Organizer of the Fair and the Exhibitor shall be resolved by mutual agreement. If no agreement is reached, disputes and disagreements shall be resolved in Harju County Court on the basis of the laws of the Republic of Estonia.

The Estonian language version of the terms of participation shall take precedence in handling any interpretation cases.