

1. Location, Duration, Opening Hours

Location: ETH main building, Polyterrasse
Rämistrasse 101,
8092 Zürich

Duration Polymesse: March 31st & April 1st/2nd 2020
10.00am to 4.00pm

Duration Polyvortrag: March 31st & April 1st/2nd 2020
10.15 am to 4.00pm
45 minutes each

Opening Hours ETH: 6.00am to 10.00pm

2. Organizer

Forum&Contact
Kommission des VSETH
CAB E21
Universitätstrasse 6
CH-8092 Zürich

phone: +41 (0) 44 632 43 97
info@polymesse.ch
www.polymesse.ch

3. Bases of Contract

The conditions of participation in the Polymesse 2020, the house regulations of the ETH Zurich, as well as the organizational, technical and additional regulations are the bases of contract for the participation in the recruiting fair Polymesse 2020. If any further fair services especially instructed to and provided by Forum&Contact, and carried out by their service partners, is used, the general terms of business of that particular service partner are in force - in case of discrepancy, prior to the conditions of participation in the Polymesse 2020.

4. Registration, Conclusion of Contract

The registration is exclusively effected online through the organizer's website www.polymesse.ch/login. After the application for a login and the following initiation of the participation in the Polymesse the conditions of participation are officially accepted by the applying party. The login times and login dates are accordingly ascertained by Forum&Contact and stored until the receipt of the complete amount payable. The participant is legally responsible for their employees' keeping to these conditions. The lease contract between Exhibitor and organizer is concluded through the written confirmation of registration given by the organizer. In case the content of the confirmation of registration diverges from the content of the original registration, the contract is formulated according to the confirmation of registration, unless the Exhibitor objects in writing within 2 weeks.

5. Admission

Admitted Exhibitors are companies which would like to promote themselves as employers for graduates and PhD students of the ETH Zurich. The organizer determines whether or not an Exhibitor will be admitted.

6. Stand Allocation

The stand allocation is made by the organizer. The allocation requests made on the registration form are taken into consideration as far as possible. The organizer reserves the right to implement changes in stand size, shape and location. Consequently, the Exhibitor will be immediately informed and assigned a new area equal to the former, if feasible. If this cannot be accomplished, the rental fee will be reduced or increased accordingly. The Exhibitor is obliged to accept that by the beginning of the fair the location of the other stands may have been changed compared to their location at the time of admission. The Exhibitor is not entitled to raise an objection.

7. Co-Exhibitors

The admission for one or more co-Exhibitors can only be granted by Forum&Contact in the form of an approval in writing.

8. Fees

The rental fees depend on the stand zones and the size of the area occupied. The calculations of the fees of a particular stand area do not take into account projections, buttresses, pillars, installations and other permanent settings. The current fees (in CHF) are revealed in the registration dossier. They are binding. No claims can be made on a certain standard or allocation of the stand. The rental fee includes: disposal of the stand on a rental basis (power consumption inclusive) during the set-up, the occupation and the dismantling rental booth (if included in category), general lighting of the exhibition hall; a four-colour double page in the fair guide (composed of the advertisement and the standardized company profile); catering for the company representatives; general cleaning of the hall and gangways. The Exhibitor is responsible for the cleaning of their stand. Damages incurred during the term of lease are chargeable to the Exhibitor. They will be invoiced. All prices are exclusive of the legal value added tax.

9. Terms of Payment

Invoices for rental fees and other service charges are payable upon receipt in net terms within the period stipulated. All the payments have to be made in Swiss Francs free of charge, and the invoice number has to be indicated.

10. Withdrawal from Registration

Once the definite registration (noting this conditions of participation) has taken place and the admission has been obtained, the contractual relationship cannot be rescinded. The organizer can, as an exception, comply with the request of rescission, if the stand area vacated can be rented to someone else. In this case the costs for advertisement in the fairguide, if need be additional charges or any further damages from the new renting are imposed for compensation. The following situation does not pass for a new renting, namely the case in which the area not used by the Exhibitor is allocated to another Exhibitor for optical reasons, without the organizer achieving further income from the new renting of the place previously allocated to the now relocated Exhibitor. If, after a granted extension, the Exhibitor doesn't fulfil the obligations which arise from the hire contract, the conditions of participation and the supplementary provisions, the organizer is authorized to withdraw from the hire contract and to terminate it respectively. The same goes for the case in which the Exhibitor's preconditions for the conclusion of the contract are not or no longer given. The same applies if the Exhibitor stops their payments, if their capital is judicially filed for reorganisation, if bankruptcy proceedings are instituted or if the Exhibitor's company is in liquidation. In these cases the organizer is entitled to claim for compensation of 25% of the basic rent after deductions together with surcharge.

11. Cancellation of Admission

The organizer is entitled to cancel the admission and to assign the stand to another participant, if:

the stand is discernibly not occupied in time - that is one hour after the opening of the fair.

an extension granted to the Exhibitor by the organizer, owing to the default of payment of the stand rental fee within the period stipulated, is disregarded.

the requirements for the admission of a yet registered Exhibitor are no longer fulfilled, or the organizer later learns about reasons, which would have justified the exclusion of the Exhibitor.

The exhibition booth offends against the fire protection rules of the ETH Zurich.

In this case, the organizer is entitled to bring claim for damages. The organizer can ask for objects to be removed, if they prove to be unsafe, bothering or inappropriate in another manner. If this request is not complied with before the deadline imposed, the removal of the objects will be enforced by the organizer at the Exhibitor's expense.



12. Setting up of Stands, Stand fittings, Stand layout

The stand must suit the overall plan of the event. The organizer has the right to alter unsuitable or insufficiently equipped stands at the Exhibitor's expense or to prohibit the Exhibitor from setting it up. During the opening hours of the entire event, the stand must be equipped according to the regulations and manned by proficient staff. The setting up of the stand has to be completed and the stand has to be cleared of packing materials by the deadline of the setting up. Transportation of exhibits and the clearing and dismantling of stands is not permitted prior to the official end of the fair.

The overstepping of the fixed restriction of stand height requires the consent of the organizer. The same goes for the exhibition of especially heavy exhibits. Any anchoring to the hall floor is prohibited.

After the end of the fair, the basic set-up erected by the organizer has to be returned undamaged and the original state has to be restored. The Exhibitor is liable for damages caused by improper handling and for damages not reported immediately after infliction. Goods which are still on the stand after the dismantling deadline will be transported or stored at the Exhibitor's expense.

For the transportation of the usual stand materials (printed goods, promotion articles, stand fittings < 50kg, etc.), assistants are available to all the Exhibitors, free of charge. The helpers are provided by the organizer as an additional service in order to guarantee a smooth setting up and breakdown. There is no entitlement to making use of this service. On the basis of prior consultation, the organizer can arrange transport services (stand fittings > 50kg) inside the ETH buildings. The Exhibitor will, however, be charged for the additional expenditure.

13. Liability, Insurance, Accident Insurance

The organizer is only legally liable for damage up to a maximum of CHF 5,000.- incurred by the Exhibitors and their agents, if the fault lies with the organizer or their helpers, and only if it was provably inflicted on the fair grounds and during the time of the event. The aforementioned limitation does not go for cases of intention or gross negligence. When damage is caused through failure of fittings, breakdown or other incidents spoiling the event, the organizer is only legally liable in cases of intention and gross negligence. The organizer is not legally liable for damage, theft or other loss of exhibits and fittings and neither for any consequential loss. The Exhibitor is legally responsible to the organizer in accordance with the legal requirements. In principle, the individual Exhibitor bears sole responsibility for sufficient coverage. The closing of an exhibition insurance contract to cover the risks of transportation and delays is highly recommended.

The Exhibitor is obliged to install safety devices according to the accident prevention regulations when exhibiting machines and other devices. It is left to the organizer's discretion to prohibit the exhibition or the placing into operation of certain machines and devices.

14. Fire Safety

All exhibition material (excl. exhibit) need to have at least a fire indicator BKZ 6q3 or need to belong to the fire indicator group RF1. Tablecloth, posters and additional decorative material need to belong to the fire indicator group RF1 or at least to have a fire indicator BKZ 5.2

15. Alterations, Force Majeure

The organizer has the right to call off the event, shift it in place or time, alter its length or move, change and restrict the dimensions of the area assigned to the Exhibitor, if room conditions, official directives or other inevitable consequences, as judged by the organizer, call for measures to be taken. Hence, the Exhibitor has no right to withdraw from the lease contract.

If the organizer is not able to carry out the event due to force majeure or political reasons, the organizer is obliged to inform the Exhibitors without delay.

In principle, the claim for stand rent fails in this case, however, the organizer can bill the Exhibitor for all the expenditures arisen from

the work the organizer has been commissioned to do, as far as the result of the work is still of interest to the Exhibitor.

Should the organizer be able to carry out the event at a later date, they are obliged to inform the stand leasers on this matter without delay. The stand leasers are entitled to cancel their participation on the changed date within one week after the making of the announcement. In this case, they are entitled to a refund or waiver of the stand rental fee.

If the organizer is obliged to cut short or cancel the already started event due to force majeure or political reasons, the Exhibitor has no right to refund or waiver of the stand rental fee.

16. House Regulations, Violations

During the event, the Exhibitor is subject to the house regulations of the ETH Zurich on the entire venue. Violation of the conditions of participation and violation of the orders in the house regulations give the organizer the right - if the violations are not abandoned on demand - to close down the stand immediately at the Exhibitor's expense, without compensation and without responsibility for any damage.

17. Promotion, Photograph, Questioning

Promotion of any kind is only permitted within the stand area rented by the Exhibitor and only for the Exhibitor's own company. The use of devices and fittings, which are meant to achieve an accumulated advertising effectiveness in an optical or acoustical way, require a written agreement from the organizer. Political promotion is, in principle, inadmissible. The organizer is entitled to have photographs and film recordings taken and to have drawings of the exhibition event, the exhibition sets and stands, and the exhibited objects made and to use them for promotion or press release without the Exhibitor's being entitled to object for any reasons. This also goes for photographs and shots which are directly taken by the press or television with the approval of the organizer. Questioning on the Exhibitor's part is only permitted on their own stand area.

18. Exhibitor's Claims, Written Form, Place of Performance, Legal Venue

All the Exhibitor's claims against the organizer are to be brought in writing. The statute of limitation begins with the first day of the event. Agreements which deviate from the conditions or their supplementary provisions, require the written form. It is solely Swiss law that is decisive. Zurich is both, place of performance and legal venue. However, the organizer has the right to put forward his claims at the court of the place where the Exhibitor has their headquarters.

Translator's note:

This document does not have the force of law. In any case of legal dispute it is the original German version that is legally binding.

