

Conditions of participation for Polymesse 4. - 7. October 2021

1. Scope of Application

These Conditions of Participation apply to Polymesse 4 – 7 October 2021, organised by the VSETH Association of Students at ETH, Universitätsstrasse 6, 8092 Zurich which are hereinafter jointly referred to as the "Organiser". The conditions of participation govern the legal relationship between the Organiser and the Exhibitors, whereby any individual agreements between the parties take precedence over these conditions, provided that they have been agreed in writing (also by e-mail).

2. Contractual basis

The contractual basis for the Exhibitor's participation in a trade fair organised by the Organiser is the Organiser's confirmation of admission, these Conditions of Participation and the ETH Zurich House Rules. Furthermore, organisational, technical and other provisions which are sent to the Exhibitor before the start of the event. If the Organiser provides further exhibition services through service partners on the basis of a separate order, the General Terms and Conditions of the respective service partner shall subsidiary apply.

3. Registration, Conclusion of Contract

Registration takes place exclusively online via the platform of the respective trade fair, and correspondence takes place exclusively via the e-mail address of the Organiser stated on the platform. By registering and activating participation in the trade fair, the Exhibitor legally bindingly accepts these Conditions of Participation. The registration times and data will be collected by the Organiser and stored until receipt of the complete invoice amount. The Exhibitor is responsible for ensuring that all persons employed by him in connection with the trade fair also comply with these Conditions. With the written confirmation of admission by the Organiser, the contract of tenancy between the Exhibitor and the Organiser is concluded. If the content of the confirmation of admission differs from the content of the registration, the contract shall be concluded in accordance with the confirmation of admission, unless the Exhibitor objects in writing within two weeks.

4. Admission

The Organiser decides at his own discretion and on the basis of his statutes on the admission of an Exhibitor to the fair. The Exhibitor acknowledges that ETH Zurich may have a free say in the admission process.

5. Stand Space Placement

The placement of stand space shall be made freely by the Organiser. Any placement requests made in the application will be taken into account if possible. However, even after the conclusion of the contract, the Organiser is unilaterally entitled to change the size, form, category and location of the allocated stand space at any time, if necessary. In case of such a change, the Organiser

shall inform the Exhibitor without delay and, if possible, allocate him another equivalent stand area. If the rental price for the stand changes as a result of the reallocation, the Exhibitor shall receive an adjusted new invoice. With his registration, the Exhibitor explicitly accepts, without compensation, that the location, size, form, category and allocation of the stand space will change after his registration. The Exhibitor shall not be entitled to any compensation whatsoever.

6. Co-Exhibitor

The admission of one or more co-Exhibitors is only permitted with the prior written consent of the Organiser.

7. Prices

The rental prices for the stand space requested (depending on the zone) are shown at least as guideline prices when registering on the online platform of the fair and are binding. The calculation is based on the allocated floor space without regard to ledges, pillars, columns, installation connections and other fixe installations. There is no entitlement to a specific stand location or zone. The rental price includes:

- The rental of the stand space (incl. power supply) during construction, running time and removal of the rental stand (if included in the category);
- General lighting of the exhibition hall;

Any additional services will be invoiced separately by the Organiser.
All prices are exclusive of VAT.

8. Terms of Payment

The invoices issued by the Organiser are payable without deduction on the fixed dates. All payments are to be made in CHF, free of charge and specifying the invoice number. In any case, the invoice amount shall be credited to the Organiser's account no later than one day before the trade fair. Otherwise, the Organiser is entitled to refuse the Exhibitor's access to the stand. The Exhibitor must comply with the payment method requested by the Organiser.

9. Withdrawal and Termination for good Cause

9.1. By the Exhibitor

After binding registration (agreement to these Conditions of Participation) and admission by the Organiser, withdrawal from the contract by the Exhibitor is no longer possible. However, the Organiser may exceptionally agree to the request for premature termination of the contract if the vacated stand space can be used for other purposes. In this case, however, the Exhibitor terminating the contract must bear all costs arising from the dissolution of contract, in particular the costs for advertising materials, any additional costs that may incur and all other costs resulting from the new use of the stand space. The agreed stand rental is nevertheless due to its full extent by the Exhibitor if, for optical or logistical reasons, the Organiser allocates the space vacated by the Exhibitor to another Exhibitor free of charge or at a reduced price.

If the stand space allocated to the Exhibitor is increased or reduced by more than 20% or if the Exhibitor is allocated another category of stand space, he may withdraw from the contract within 7 days of receipt of the relevant notification from the Organiser. Section 13 sub 2 shall apply mutatis mutandis.

9.2 The Organiser

After giving notice of default and the setting of a short grace period, the Organiser shall be entitled to withdraw from the contract of tenancy or to terminate it without notice if the Exhibitor fails to comply with his obligations under the contract (in particular his payment obligations), these Conditions of Participation or the supplementary provisions. The same shall apply if the Exhibitor does not meet or no longer meets the preconditions for the conclusion of the contract.

In the following cases, the Organiser shall be entitled to terminate the contract without notice of default and grace period and to allocate the stand space to other parties if:

- the Exhibitor ceases to make payments, his assets are the subject of an application for debt restructuring proceedings or bankruptcy proceedings or the Exhibitor is in liquidation. In such cases, the Organiser is entitled to a lump-sum compensation claim in the amount of 50% of the net basic rent plus surcharges. Further claims for damages are reserved.
- the stand area is not visibly occupied in time, i.e. until one hour after the start of the event.
- the preconditions for admission of the registered Exhibitor are no longer fulfilled or the Organiser subsequently becomes aware of reasons whose timely knowledge would have justified non-admission.
- the Exhibitor violates the House Rules of ETH Zurich.
- the Exhibitor's exhibition facilities violate fire protection regulations or other safety regulations.

In such cases, the Exhibitor owes the Organiser the entire amount invoiced and is liable to the Organiser for any further damages.

10. Stand Construction, Stand Equipment, Stand Design

The exhibition stand must be adapted for the theme and design of the trade fair and correspond to the trade fair plan. The Organiser reserves the right to prohibit the construction of inappropriately or inadequately equipped stands or to adjust them at the expense of the Exhibitor. The stand area must be duly equipped and staffed with qualified personnel during the entire duration of the event at the specified opening hours. The number of representatives of the Exhibitor must be appropriate to the size of the stand. The setup must be completed by the setup-date at the latest and the stand cleared of packaging material. The transportation of exhibits and the removal of stands before the end of the event are not permitted.

If the Exhibitor's stand exceeds the common room heights (more than 2.30m), the stand requires the prior written consent of the Organiser. The same applies to the exhibition of particularly heavy exhibits. Fixations in the hall floor are not permitted. Posters of any kind may not be affixed outside of the exhibition stand without the prior written consent of the Organiser.

The Organiser may at any time demand that the Exhibitor removes objects which prove to be dangerous, annoying or otherwise unsuitable. If this demand is not complied within the specified period, the objects shall be removed without a further reminder by the Organiser and at the sole expense of the Exhibitor.

At the end of the trade fair, the stand area must be returned cleaned and undamaged as provided by the Organiser and restored to its original condition. If the Exhibitor nevertheless fails to leave

the stand in an appropriately cleaned condition, the Organiser shall be entitled to have the stand cleaned immediately at the sole expense of the Exhibitor without a reminder.

Any damage to the Organiser's infrastructure must be reported immediately after the damage has occurred and will be repaired at the Exhibitor's expense. Exhibition goods which are still on the stand area after the end time for removal may be removed, disposed of or stored at the expense of the Exhibitor at the sole discretion of the Organiser.

If the Exhibitor requires a transport service (stand components > 50kg) within the ETH premises, the Organiser must be informed in advance in writing. In addition, the Exhibitor has to warrant that the other Exhibitors are not hampered in setting up and removing their stands by this transport service.

11. Liability, Insurance, Accident Cover

The Organiser excludes any liability or recourse claims in case of damage, loss or official sequestration of stand equipment, exhibition goods and third-party objects, both for the time during which the goods are at the exhibition site and during transport (including storage at the Organiser). Liability for intent and gross negligence remains reserved. Furthermore, the Organiser shall not be liable for any damage resulting from viewings and presentations by Exhibitors, from the setting-up and removal of stands or from stand operation. The Exhibitor is exclusively responsible for the insurance of personal injury and material damage. The Exhibitor is also exclusively responsible for insuring all exhibition goods and stand equipment during the fair and during transport (including storage at the Organiser) against damage and loss and for the conclusion of a liability insurance. The Exhibitor is obliged to attach protective devices to the exhibited machines and equipment which comply with the statutory accident prevention regulations. The Organiser at his sole discretion is entitled to prohibit the exhibiting or commissioning of machines and appliances.

12. Fire Protection

Exhibition facilities (excl. exhibits) must have at least a fire index (Brandkennziffer) of BKZ 6q3 or be in the fire performance group RF1.

Tablecloths, posters and other material used by the Exhibitor for decoration purposes must either belong to the fire performance group (Brandverhaltensgruppe) RF2 or have at least the fire index BKZ 5.2.

13. Cancellation, Discontinuation, Postponement or Adjustment of the Fair

The organizer reserves the right to cancel, relocate or change the duration of the event. This does not entitle the exhibitor to withdraw from the contract. Paragraph 5 remains reserved. If the organizer is unable to hold the event due to force majeure, corona measures or political events, he must inform the exhibitors of this immediately.

If the fair is postponed or cancelled due to force majeure or political events, or if an event that has begun has to be abandoned due to force majeure or political events, the exhibitor shall have no claim to repayment or remission of the stand rent or reimbursement of his expenses or other damages.

If the event may not be held due to corona measures of the Swiss Federal Government or the Canton of Zurich, or if the organizer's permit is withdrawn by ETH Zürich due to corona measures before or during the fair, the fair may be cancelled or discontinued. In case of such cancellation or discontinuation, the organizer is entitled to 50% of the stand rent.

In case the event is otherwise cancelled, the organizer shall not be entitled to stand rent, but the organizer may invoice it for work commissioned by the exhibitor to the extent of the expenses incurred, provided that the result of the work is still of interest to the exhibitor.

If, on the other hand, the organizer should hold the event at a later date, he shall inform the exhibitors thereof without delay. The exhibitors are entitled to cancel their participation on the changed date within one week of receipt of this notification. In this case, they are entitled to a refund or waiver of the stand rental fee.

14. House Rules, Infringements

The Exhibitor is obliged to observe the ETH Zurich house rules on the entire exhibition grounds. Instructions issued by the Organiser, ETH staff and the security personal must be obeyed. Any person not complying with such instructions may be expelled from the event grounds after fruitless warning without any legal claims arising for him.

Exhibitors who violate the rules, conditions and regulations or whose conduct at the fair gives rise to complaints may be excluded from the fair by the organizer at any time without any compensation. In this case, the Exhibitor shall be fully liable to the Organiser for the costs and any consequential costs.

15. Advertising, Photography, Interviews

Advertising of any kind is only permitted within the stand area rented by the Exhibitor and for the Exhibitor's company. The use of devices and equipment which are intended to achieve an increased advertising effect by optical or acoustic means requires the prior written consent of the Organiser. Advertising of a political nature is generally not permitted. Furthermore, the Exhibitor is not entitled to advertise his participation to the fair outside the exhibition grounds without the prior written consent of the Organiser.

The Organiser is entitled to have photographs, drawings, sound and film recordings of the trade fair events, of the exhibition facilities and stands and of the exhibited objects made and to use them for advertising purposes or press releases, without the Exhibitor being entitled to object for any reason whatsoever. This also applies to recordings made directly by the press or television with the consent of the Organiser. Interviews by Exhibitors are only permitted on their own stand area.

16. Exhibitor Claims, written form

All claims of the Exhibitor against the Organiser must be made in writing. The statute of limitation begins on the first day of the trade fair event. Agreements deviating from these Conditions of Participation or the supplementary provisions must be made in writing (including e-mail).

17. English Translation

If the English version of these Conditions of Participation contradicts the German version, the German Conditions shall take precedence over the English translation in any case.

18. Place of Jurisdiction and applicable Law

All disputes arising out of or in connection with these Terms of Participation shall be subject to the jurisdiction of the courts at the legal domicile of the Organiser. The place of performance shall also be at the legal domicile of the Organiser. However, the Organiser shall be entitled at its own discretion to claim at the Exhibitor's legal domicile.

Swiss law shall apply exclusively, with exclusion of the Vienna Sales Convention.