

Rules and Regulations for Participation in the Resonance[s] Trade Show 6 to 9 November 2020 at Strasbourg Wacken

Chapter 1 – General Provisions

01.01 The Trade Show is organized by the Fédération Régionale des Métiers d'Art d'Alsace (fremaa – Regional Federation of Arts and Crafts of Alsace), having its registered head office at 12 rue des Métiers – 68000 COLMAR, France. Fremaa is the only contractual contact to the exclusion of any other entity involved in the Trade Show.

01.02 By signing these rules and regulations, the exhibitor accepts all the stipulations, in particular any of their obligations. In addition, he undertakes to comply with any laws and regulations in force, in particular labour laws.

The organizer may amend or modify these rules and regulations in the event of special or new circumstances.

01.03 These rules and regulations will be legibly posted within the premises of the Trade Show.

01.04 Any violation of the provisions of these rules and regulations may result in the exclusion of the offending exhibitor, at the sole discretion of the organizer without any formal notice.

In this case, the amount paid by the exhibitor to participate in the Trade Show will be retained by the organizer, without prejudice to the payment of any amounts owing by the exhibitor or to any other damages.

01.05 In the event of a dispute regarding the application or interpretation of these rules and regulations, the Court of Strasbourg shall be the sole competent authority.

Chapter 2 – Registration – Admission

02.01 Anyone working in the arts and crafts industry with proof of a SIRET number can apply to the Trade Show. Foreign professionals are also accepted provided they show proof of their status according to the legislation of their home country and attested of an intra-community VAT number. Applicants must comply with the Trade Show nomenclature, which specifies the products and services accepted at the event.

Involvement in previous events does not give the candidate exhibitor any priority rights to admission or to a specific spot.

02.02 Application forms will be examined by the selection committee. Only complete application forms accompanied by payment of the deposit will be submitted to the selection committee. Candidate exhibitors will be informed of the selection committee's decision in writing only, within 20 days of said decision. Decisions to reject an application do not need to be justified and the application form and cheque will be returned within 20 days.

02.03 The organizer reserves the right to reject, provisionally or definitively, any registration application that does not comply with the required conditions, either in terms of these rules and regulations, or in view of Public Policy or the defence of certain protected interests.

In particular, reasons for definitive or provisional rejection include incomplete communication of the required information, failure to make payment or provide guarantees required by the organizer, non-observance of prior obligations and in particular these general rules and regulations, non-compliance of the applicant or their products or services with the purpose, spirit or image of the event, the exhibitor's legal reorganisation, failure to obtain any administrative or legal authorisations that might be necessary to their presence during the event, the risk of detriment, as a result of their presence, to the protected interests of consumers and the youth, and more generally on Public Order, the tranquillity of the other exhibitors, or the safety and pleasure of visitors.

02.04 The candidate exhibitor must inform the organizer of any elements or events that have occurred or been revealed after their registration, and which are likely to justify reconsideration of their admission with regard to article 02.04 of these rules and regulations.

02.05 Additionally, the organizer reserves the right at any time to request any additional information related to the above and, if necessary, to reverse an admission decision made on the basis of deceptive or erroneous indications or indications that have become inaccurate.

02.06 The rights acquired through admission are personal and non-transferable. Admission does not include admission rights for future Trade Shows.

02.07 The total fees to participate in the Trade Show are due after the notification of admission and are payable on receipt of the corresponding invoice.

Non-payment of the sums due 15 days prior to the Trade Show shall result in the cancellation of the exhibitor's right to occupy the spot assigned by the organizer.

Chapter 3 – Stands – Installation and Conformity

03.01 The choice of the surface area of the stand module is definitive after notification of acceptance from the organizer.

The organizer alone draws up the layout for the Trade Show and does the spots while taking into consideration, whenever possible, the wishes expressed by the exhibitors, the nature of their products and/or services, and the location and layout of the stand it intends to install. It reserves the right to modify the size, location and layout of the surfaces requested by the exhibitor whenever it deems useful, given that registration and/or admission do not give any rights to the use of a specific spot.

03.02 The organizer alone set the fees exhibitors must pay to occupy the stands.

03.03 Transferring, subletting or exchanging, whether free of charge or against payment, all or part of the location assigned by the organizer is expressly prohibited. Likewise, the exhibitor may not, in any form whatsoever, present products or services or advertise for non-exhibiting businesses or merchants.

03.04 The exhibitor, or their principals, must have completed their installation on the dates and at the times set by the organizer. After said dates and times, no packages, equipment, transport vehicles or outside merchants may access, remain or be retained on the Trade Show site, for whatever reason and however damaging it may be to the exhibitor.

03.05 The installation of the stands must under no circumstances damage or modify the permanent installations of the premises, and must not be detrimental to the comfort or safety of other exhibitors and visitors.

In particular, the exhibitor must not alter the existing structures (floors, walls, ceiling, and lights) or use mountings on said structures which are likely to cause damage.

03.06 Likewise, the exhibitor may not cut or damage, in any way whatsoever, the partition walls, floors or ceilings or any equipment supplied by the organizer.

03.07 Any damage caused by the exhibitor's installations or merchandise, to the equipment, building, or floor area occupied, will be evaluated by the organizer's technical services and will be chargeable to the exhibitors at fault.

03.08 Exhibitors must not obstruct or encroach on the walkways and under no circumstances disturb their neighbours.

Likewise, exhibitors are not to leave or store merchandise outside the stands.

03.09 Special decoration of the stands is the responsibility of the exhibitor. In particular, all decorating items must be fireproof.

Panels cannot be repainted or covered with fabric (except prior agreement with the organizer).

The decoration of the Trade Show must not affect the visibility of neighbouring stands. Otherwise, the organizer reserves the right to dismantle said decoration, and the exhibitor will not be entitled to claim any compensation in that respect.

03.10 Any light or sound advertising and any activities, entertainment or demonstrations that may cause crowding in the walkways must be submitted for advance approval from the organizer, who may revoke any authorisation granted in case of disturbance to traffic or to the organisation of the Trade Show.

The exhibitor must under no circumstances use flammable liquids, compressed gas and liquefied hydrocarbons, or any pyrotechnic devices.

Lastly, it is specified that the use of any signs or other boards displaying white letters on a green background is prohibited, as these colours are exclusively used for emergency exit signs. Billboards are banned. Will be tolerated vertical signs or panels whose aesthetic will be subject to the approval of the organizer.

03.11 The stand must be continuously manned, both during exhibitor opening hours (including assembly, deliveries and dismantling) and during official visitor opening hours.

In addition, the exhibitor undertakes to be physically present at their stand when the person in charge of safety at the Trade Show site, and if necessary, the competent safety committee, carries out the inspection.

The exhibitor may not dismantle their stand prior to the official closing of the trade show announced on the micro.

03.12 The exhibitor undertakes to fill the stand with products that are in compliance with those for which their application was accepted. The organizer reserves the right to make removed any other products or make a selection if the stand is overloaded. **In particular, the exhibitor is not authorised to display jewellery if the main activity of the exhibitor as indicated on their application registration does not include the design of such items.**

03.13 The stands must be impeccable throughout the Trade Show. Exhibitors are responsible for the cleanliness of their stand and each one must be cleaned every day before the Trade Show opens its doors to the public.

In particular, packaging items may only be stored in areas expressly designated by the organizer and, in any case, outside the areas to which the public has access.

In addition, the exhibitor must ensure they throw any waste in the recycling bin designated by the organizer. He will attend to remove the nails, screws, labels, scotches, adhesives,...on the walls. If we observe disrespects of these instructions, we will be obliged to invoice you for the cleaning of your booth.

03.14 Evacuation of the stands, merchandise, articles and special decorations, as well as any rubbish remaining from the materials used to decorate the stands must be carried out by the exhibitors within the periods and at the times indicated by the organizer. After the deadlines, the organizer may have the objects removed and taken to the storehouse of their choice at the exhibitor's expense and risk, and may not be held liable for any damages or total or partial loss of said objects.

03.15 A technical file is sent to each registered exhibitor 4 to 8 weeks prior to the Trade Show or will be posted on the Internet. The file includes all useful information. It also includes the list of optional services that may be ordered. The content of the technical file is considered an integral part of the rules and regulations of the Trade Show and the exhibitor agrees to comply with all of its terms without restriction.

03.16 The exhibitors who display lights or products for children are obliged to respect norms and regulations in force.

03.17 As it is about a public exhibition, the exhibitor has the obligation to show in a clear and legible way his prices incl. VAT.

03.18 Foreign exhibitors concerning by the sales of silver, gold or platinum jewellery have to match rules concerning their sales on the French market.

03.19 The exhibitor could order additional spotlights if he wants. No other spotlight except that of the organization will not be authorised on the panels.

Chapter 4 – Organization of the Trade Show

04.01 The organizer alone determines the location, duration, stand installation and dismantling times, opening and closing times, and public admission price for the Trade Show.

It alone determines the categories of persons or companies permitted to exhibit and/or visit the event, as well as the nomenclature of the products and/or services presented

04.02 The organizer reserves the right to refuse admission to the event to anyone without justification. It also reserves the right to have removed from the event anyone whose behaviour, in their opinion, justifies such a measure.

Visitors must comply with the safety, order and police regulations decided by the Authorities.

04.03 In a case of force majeure (war, terrorist attacks, strikes, national mourning, natural disasters, etc.) or banning, cancellation, failure to receive administrative authorisation or if the means of the Trade Show are insufficient for it to run smoothly and satisfy the exhibitors and visitors, the organizer may decide to postpone or cancel the Trade Show. If the event is postponed to less than 13 months later, the reservation contracts remain valid and the deposits are transferred to the new dates. If the Trade Show is postponed to more than 13 months later or is cancelled, the deposits paid by the exhibitors will be reimbursed less any outlay incurred by the organizer.

04.04 The personal presence of the exhibitor is mandatory throughout the entire the Trade Show. If for any reason, the exhibitor does not occupy their stand on the opening day of the Trade Show, or by the stand installation deadline set by the organizer, they shall be considered as having renounced their participation in the Trade Show. The organizer is then free to use the stand of the exhibitor who has failed to appear without prior consultation and said exhibitor may not claim any reimbursement or compensation, regardless of how the stand is used, without prejudice to any claims for damages made by the organizer against said exhibitor.

Chapter 5 – Insurance – Liability

05.01 Exhibitors alone are responsible for their parcels. If they are not present to receive their parcels, the organizer may have them put into storage, opened, or returned automatically at the expense and risk of the exhibitors.

05.02 Exhibitors are required to take out a comprehensive trade show and civil liability insurance policy. The organizer is required to take out a general insurance policy for the premises. That insurance policy under no circumstances covers the exhibitors.

The exhibitor may take out an insurance policy through the technical file. If that is not the case, they must provide a certificate from their insurance company proving their coverage for participation in the Trade Show.

05.03 The organizer accepts no liability for any theft occurring during the event, installation or dismantling of the stand.

05.04 Active night surveillance will be provided by a security company within the premises of the Trade Show. However, the organizer accepts no liability for any loss or damages to items or display equipment for any reason; they will also not answer for any acts of theft, or damages the exhibitors might cause to third parties on account of their participation.

05.05 The exhibitor waives the right and agrees to have their potential insurance companies waive their right to any recourse or action, as a result of the partial or total destruction of any equipment, object, of any value, stock or merchandise they own or for which they are responsible, on account of their deterioration or total or partial disappearance, or on account of the deprivation or temporary loss or any other immaterial damage suffered. These waivers should benefit Frémaa, the general installer, the City of Strasbourg, the other exhibitors and their respective insurance companies.

Chapter 6 – Miscellaneous Provisions

06.01 By accepting these rules and regulations, the exhibitor, who declares and guarantees that they have not transferred their rights to a royalty collection and distribution society as outlined in article L.321-1 of the French intellectual property code, authorizes the organizer or any third party who might stand in for them to photograph their displayed works and/or their person (hereinafter "the Photographs").

Likewise, the exhibitor authorizes the organizer to reproduce and publish the Photographs to the public, as well as the images provided in their registration application, for which they declare and guarantee having full power and authorisation for that purpose, in the various promotional materials for the event and on its websites: www.fremaa.com / www.salon-resonances.com

06.02 The distribution or sale of newspapers, leaflets, etc. even those relating to a charity or charity event, and sample surveys are not permitted unless an exemption has been granted by the organizer.

06.03 The exhibitor may cancel their participation in the Trade Show for whatever reason without providing justification. They must inform of their cancellation by sending a registered letter with notice of receipt to the Frémaa's registered head office.

The deposits paid at the time of reservation will not be reimbursed.

Additionally:

- For cancellations more than 4 months prior to the opening of the Trade Show, no amount is due, the exhibitor must pay 30% of the total amount of the reservation.

- For cancellations less than 4 months prior to the opening of the Trade Show, the exhibitor must pay the total amount of the reservation.

06.04 The exhibitor certifies to the organiser that he/she holds full intellectual property rights for the goods/artworks/brands exhibited and all rights and/or authorisations required to exhibit them at the exhibition. The organiser cannot be held liable in this regard.

The organiser has the right to exclude exhibitors convicted of intellectual property breaches, notably but not restricted to forgery offences.

06.05 The exhibitor authorises the organiser to reproduce and represent the goods, artworks and brands exhibited in all of the exhibition's communications materials (web, exhibition catalogue, invitations, visitors plan, promotional video, etc.) in addition to any other materials produced to promote the exhibition (exhibition photographs printed in the press or on the web, TV shows filmed at or during the exhibition, etc.) for the duration of the rights period concerned, at no charge and in any country and throughout the world.

06.06 The exhibitor certifies to the organiser that he/she holds full intellectual property rights for the goods/artworks/brands exhibited and all rights and/or authorisations required for the above mentioned uses.

