

Sponsorship & Exhibition Participation Terms & Conditions

1. Application for exhibition/sponsor: in order to be considered for exhibition, the online application form must be filled in and validated by a legally competent representative, and delivered to us on time. In order to be considered for sponsor, the sponsorship application form must be filled in, and completed with a legally competent signature and a company stamp, and delivered to us on time. However, completing and sending the application form for exhibition/sponsoring to the organising secretariat does not constitute a formal agreement that the exhibitor/sponsor will be admitted to participate. Contractual conditions are constituted only after the organising secretariat has sent written confirmation of acceptance to the exhibitor/sponsor. In case of acceptance, exhibitor/sponsor will be bound by the terms and conditions listed in the prospectus and in the application forms for exhibition and sponsorship. The organising secretariat reserves the right to refuse any application to exhibit/sponsor without giving cause. Exhibition space and sponsorship items are allocated according to the terms and conditions as listed in the exhibition/sponsorship prospectus. Stand spaces cannot, fully or partly, be assigned or sublet by the exhibitor without EUROSPINE's approval.

Any company which disobeys the directives of the organising secretariat may be excluded from the exhibition/sponsoring with immediate effect by the organising secretariat. Such companies are liable for the whole rental sum, for the registration fee(s) and for all incidental expenses including the legal value added tax. All agreements shall remain in full force and effect in case of merger or acquisition of the contracting company. All oral agreements, special permissions and special arrangements are valid only upon receipt of written confirmation.

2. Obligations and rights of the sponsor/exhibitor: the booth may only be used for exhibiting and advertising the exhibitor's own products, materials or services as described in the application form, but not for the sale of any products. Advertising materials may be distributed only within the confines of the booth. Any kind of promotion outside the respective exhibition space is forbidden (such as working acts, distributing flyers, surveys among participants etc.). The partial or complete subleasing or otherwise relinquishing of a booth to a third party, as well as private agreements for switching booths or floor space between two exhibitors is prohibited. The organising secretariat reserves the right to enter any booth at any time. Booths need to be occupied during exhibition hours. The exhibition rooms are to be used only during regular opening hours. Prior written permission from the organising secretariat is obligatory for the presentation of advertising lectures, advertising films, slide projections, for the distribution of samples, beverages or food. It is strictly forbidden for companies which are not exhibitors/sponsors to advertise in any way in the exhibition hall or in the entrances to the exhibition hall. It is the sponsors' and exhibitors' responsibility to comply with the local authority's regulations, EFPIA (European Federation of Pharmaceuticals Industries & Associations) www.efpia.org and IFMPA (International Federation of Pharmaceutical Manufacturers & Associations) www.ifpma.org Code of Practice on the Promotion of Medicines, and Medtech Europe Code of Ethical Business practice, disregard can lead to exclusion at the congress. All exhibition stand designs must be officially approved and plans need to be submitted to the organizer.

3. Obligations and rights of organising secretariat: The organising

secretariat reserves the right to revise the time and location of the exhibition, to shorten the duration of the exhibition and to cancel the exhibition altogether. Any change regarding the exhibition's time and duration neither entitles the exhibitor to cancel the contract nor to request a fee reduction or to put forward a claim to damages incurred by these changes.

By registering to attend EUROSPINE 2019, you grant permission to the organiser to use photos/films – taken onsite during the meeting – in public relations and promotional pieces, written publications, videos and on the society's website for an indefinite period of time. If you do not want to have any photos/films taken of you published, you may contact the congress secretariat (eurospine2019@mondial-congress.com) at any time.

4. Cancellation by congress organising secretariat – force majeure: in case of force majeure, the organising secretariat has the right to alter or cancel the congress without prior notice, however a notice of the occurrence shall be given by the organising secretariat as soon as reasonably possible. Force majeure shall mean any circumstance beyond the reasonable control of the organising secretariat which prevents or impedes the holding of the congress, including, but not limited to, government action, war or hostilities, riot or civil commotion, plague or other epidemic, earthquake, flood, hurricane, cyclone, fire or other natural physical disaster, explosion, accident or breakdown, strike, lack of the usual means of transportation or terrorism or due to events which are not attributable to wrongful intent or gross negligence of the organising secretariat. The organising secretariat shall not be liable for any direct or indirect, incidental or consequential damages, losses, expenditures or any other inconveniences or costs caused by such modification or cancellation of the congress. The organising secretariat shall, in its sole discretion, determine the amount of the exhibition fees or sponsorship fees to be refunded, if any.

5. Liability insurance: the organiser provides general guard service and third party insurance at the congress site. Equipment and all related display materials installed by exhibitors are not insured by the organiser, and they will under no circumstances be liable for any loss, damage or destruction caused to equipment, goods or property belonging to exhibitors/sponsors. The exhibitor agrees to be responsible for his property and person and for the property and persons of his employees and agents and for any third party who may visit his space through full and comprehensive insurance, and shall hold harmless the organiser for any and all damage claims arising from theft and those perils usually covered by a fire and extended-coverage policy.

6. Set-up of booths: to ensure a smooth course of events, exhibitors must obey all directives and instructions of the organising secretariat regarding the use of booths, their decoration, the use of self-designed and self-constructed booths, and the fitting and furnishings of the booths. Before setting-up their booths/displays/installations, exhibitors must first contact the organising secretariat and reconfirm placement of the booth as well as inform themselves of any special regulations relating to their booth. For any variation from this norm, specific permission must be obtained in advance from the organising secretariat. Written permission also needs to be obtained for any changes in the size or structure of the floor space, or for any changes to the rented objects. Booths must be set-

up and completed during the timeframe designated. An exhibitor or advertising company contracted by the exhibitor who wishes to set-up a booth or exhibit of their own design and construction must first submit sketches and plans with a statement of colour schemes of such a booth or, if any, exhibit to the organising secretariat. The organising secretariat reserves the right to demand changes in such booths or exhibits should safety regulations, technical requirements, or the responsibility of preserving or obtaining the best possible overall image for the exhibition, as judged by the organising secretariat, so require. The side and back walls of all stands should be finished on the outside as well as the inside. Exhibitors must avoid obstructing the view of or access to neighbouring booths. Special care must be taken to avoid the use of lights or spotlights that may annoy visitors or neighbouring booths. Should an exhibitor not follow the directives of the organising secretariat or not carry out such directives punctually, the organising secretariat reserves the right to take the necessary steps at the cost of the Exhibitor. The organising secretariat reserves the right to close or obstruct unused entrances or exits to the exhibition rooms and the right to direct the exhibitor to another space in the exhibition hall if necessary even if this directive conflicts with previous written agreements. The organising secretariat also reserves the right to rent floor space of a booth not finished on time to another applicant. In such a case, the exhibitor is responsible for all costs arising from cancellation.

7. Maintenance of booths and exhibition area: exhibitors are responsible for the proper care of the floors, walls, staircases and storage rooms as well as the hired booths and furnishings. Hired booths and furnishings must be returned in an orderly condition and in an orderly way. To avoid scratches and furrows on floors as the result of sliding heavy packing cases, exhibitors are required to use protective coverings. Exhibitors and their shipping agents, on specific orders from the exhibitor, must take special care when transporting heavy packing cases and heavy loads. Exhibitors who wish to display extra heavy exhibits demanding special supports or foundations must request prior permission specifically in this matter from the organising secretariat. It is not permitted to drive nails or hooks into the walls of the exhibition hall, to install electric wiring or to cut or drill holes in the walls of the rented booths. Empty containers and packing materials must be disposed of at the exhibitor's cost before the start of the exhibition; cleaning the booth is the exhibitor's responsibility. No part of an exhibition booth may be suspended from the ceiling. No part of an exhibit or of the booth's structure may protrude beyond the allotted area on any side. No signboards may protrude beyond the booth's walls. Decorating materials and wallpaper used by the exhibitor must be fire-proof. Prior to use, written proof of this fact must be presented to the organising secretariat. Police regulations, fire regulations and other official regulations must be observed at all times, also during the construction and dismantling of the exhibits.

8. Electrical installations – power consumption: within the shell scheme rental, a basic power supply is included. Any additional costs related to a main power supply for a booth and the wattage of the booth's electric equipment will be invoiced to each exhibitor separately and is not included in the rental fee. Electrical installations within the booth are also at the exhibitor's expense; however, such installations may only be carried out by an electrician appointed by the organising secretariat. The organising secretariat however is not responsible for any losses or damage which may occur from interruptions or defects in the electric power supply.

9. Dismantling of booths: the exhibitor must dismantle the booth within the allotted time and return hired furnishings on time. Upon leaving, the exhibitor must clear the booth area and clean

the floor. Stored materials, empty containers and packing materials must be disposed of. Items for which the exhibitor has made no arrangements regarding removal and storage at his/her cost and which are left behind become the property of the organising secretariat, and no reimbursement will be made for such items. The organising secretariat can demand that exhibitors restore the exhibition area to the original condition at the exhibitor's expense. If the exhibitor does not dismantle and clear away his/her exhibit in a timely manner, these items will be removed by the organising secretariat at the exhibitor's cost. The exhibitor is liable for the actual cost incurred by the organising secretariat for such removals of abandoned exhibits. Rented items which were originally accepted as satisfactory for rental by the exhibitor are to be returned undamaged and in satisfactory condition. All rented items are considered to be in satisfactory condition unless a written notation signed by the organising secretariat is made at the time of rental. Exhibitors must bear the costs of repairs to damaged exhibition areas and of repairs of or necessary cleaning of rented items.

10. Payments – breach of contract: please refer to the terms of payment, reduction and cancellation policy and corresponding deadlines as given in the exhibition/sponsoring prospectus and the application forms for exhibition/sponsoring. The dimensions of floor space, booth measurements and rented items given are approximate. The organising secretariat reserves the right to change these dimensions in order to most efficiently use the available exhibition area and to adjust the booths to the blueprints of the exhibition hall. Prices charged are however based on the actual dimensions; if more floor space is later allotted and actually used than was originally ordered, the additional fee for it is to be paid immediately. Special requests regarding placement of the booths/sponsorship items will be considered. However, such requests do not constitute a condition of registration on the part of the exhibitor/sponsor. Furthermore, organising secretariat reserves the right to reduce the amount of floor space initially requested. Failure to comply with local authorities and international regulations may not be used as a reason to declare the contract void. Failure to comply with the rules and regulations will not expose the organising secretariat to any suits or demands by the sponsor/exhibitor/any third party. The exhibitor bears the costs of the contract fee which is one per cent (1%) of the rental costs, as well as all other taxes, fees or official charges on the rental sum, if applicable. In case of delayed payment, ten per cent (10%) interest per annum is charged. If a company wishes to renounce all claims to taking part in an exhibition after having contracted to do so, the company is nevertheless liable for the rental sum and for incidental expenses. In case of cancellation of the exhibition, the organising secretariat will return the part payments received less the sum equivalent to the costs which have arisen for the organising secretariat up to the time of cancellation; the registration fee will not be returned.

11. Bankruptcy or liquidation: In the event of an exhibitor/sponsor becoming bankrupt or entering into liquidation (other than voluntary liquidation for the purpose of amalgamation or reconstruction) or having the receiver appointed, the contract with such an exhibitor will terminate forthwith, the allotment of stand space will be cancelled and all sums paid by the exhibitor under contract shall be forfeit.

12. Place of Legislation: In all cases of litigation, it is agreed to by the exhibitor/sponsor that the competency of the duly authorised court in Vienna, Austria is recognised. Electively, the organising secretariat may choose to appeal to the competent court in whose jurisdiction the exhibitor falls. Austrian law is to be applied.