

General Terms and Conditions of participating at the Czech Design Week 2018 festival

Date of Event: 28. 11. – 2. 12. 2018 / installation starts on 26. 11. from 10am

I. Participation and fees

1. To participate on the Czech Design Week („ the CZDW “) as an exhibitor, the Applicant must send the binding application to the Organizer. The application consists of the correctly filled application form and the General Terms and Conditions for participating at the Czech Design Week 2018 festival (“the General Terms and Conditions”), both signed by the Applicant. The application is also a proposal to conclude a contract between the Organizer and the Exhibitor in case of selection. The Organizer has the right to accept or decline each of the correctly filled and sent applications and therefore has the right to decide who will be participating at the CZDW. The Organizer is not obliged to state any reasons of the selection. Selected Applicants will be contacted at the email stated in the application form, selected Applicant are then supposed to send the written confirmation of the participation. By this confirmation the contractual relationship between the Organizer and the Exhibitor is established which later concludes in signing the Contract between both parties.

2. By signing the application form and the General Terms the Applicant/Exhibitor confirms that he is familiar with the General Terms and Conditions for and that he will adhere to the General Terms.

3. After accepting the application, the Organizer will send the Exhibitor the invoice for renting the exhibition area. The fee for renting the area must be paid, by the method stated in the invoice, no later than one day before the starting date of the CZDW. In case the fee will not be paid by the date mentioned above, as it is a violation of the General Terms and Conditions, the Organizer has the right to withdraw from the Contract with the right to claim the contractual penalty, worth of the fee for renting the exhibition area, from the Exhibitor.

4. The Exhibitor must comply with the laws of the Czech Republic concerning the intellectual property. In case of violating property or intellectual property rights including any copyrights the Organizer reserves the right to exclude the Exhibitor from the CZDW event with keeping all already paid fees.

II. Renting the exhibition area

1. The actual renting price of the exhibition area is stated in the binding application. For claiming the reduced price, the Applicant must submit documents proving they are meeting the conditions for reduced price.

2. Price for renting the exhibition area includes:

- i. Basic, essential lightnings of the rented area during the days of the CZDW event.
- ii. Basic, essential lightnings of the exhibition areas and outdoor exhibition areas while renting the exhibition area.
- iii. Basic labelling and tagging of the exhibition area.
- iv. Essential maintenance of the rented area.
- v. Access to the electricity, outlets and powerlines.

3. The Exhibitor recognises the right of the Organizer to change the location and size of the exhibition area if necessary.

4. The Exhibitor must come and take his rented area before 11:00am on 28. 11. 2018, otherwise the Organizer has the right to offer the area, which was not taken to other exhibitors or to close the area. Former Exhibitor has no right for refunds.

5. The Organizer must leave the rented area for the Exhibitor clean and tidy. The Exhibitor must leave the rented area in the state it was given to him no later than two days after the last day of the CZDW festival.

6. The Exhibitor can present his work (exhibits, products etc.) and services only in his rented exhibition area. Placing any advertising or propagating materials in areas others than those rented by the Exhibitor must be first approved by the Organizer.

7. The Exhibitor must not disturb interrupt or limit, with his presentations, other Exhibitors. The Exhibitor also must keep the place clean and organized.

III. Conditions of use of the renting area

1. The Exhibitor must comply with the legislation of the Czech Republic including technical norms and security and fire prevention measures. The Exhibitor also must take effective measures to prevent any losses or damages.

2. The Exhibitor is responsible for any damages caused by the violations of the contract, the General Terms and Conditions or the legislation and for any damages caused by the actions done by the Exhibitor himself during the CZDW event in the scope set by the legislation. The Exhibitor must pay compensations for the damages if prompted by the Organizer.

IV. Rights and obligations of the parties

1. The Exhibitor is entitled to use the rented exhibition area only for the purposes designed by the Contract. Any other purposes or business activities must be first set up with the Organizer before the start of the CZDW event.

2. The Organizer provides for the Exhibitor:
- i. Promotion of the Exhibitor in the CZDW festival catalogue and at the CZDW website (www.czdw.cz).
 - ii. Renting the exhibition area.
 - iii. Typesetting, printing and binding of the printed CZDW festival catalogue.
 - iv. Promotion of the whole festival and its shows with the aim to draw maximum visitors during the event.

3. The Organizer reserves a right of approving any other exhibitor (co-exhibitor) within the already rented exhibition area. In case of violation of this right, the Organizer has the right to exclude the Exhibitors from any participation on the CZDW without any refunds of already payed fees for the rented area.

4. The Organizer is not responsible for any damages or losses of the Exhibitor's or the co-exhibitor's works, products or other properties or any damages of the properties rented or entrusted to the Exhibitor. The Exhibitor is responsible for any damages he causes.

5. The Organizer reserves the right to expel the Exhibitor and to withdraw from the Contract without any refunds for the Exhibitor in a case of severe or recurring violations of the General Terms and Conditions.

6. The Organizer reserves the right to use the photo pictures or other video or picture footages or sound recordings which shows or depicts the Exhibitor, his copyrighted works, their exhibition areas and other properties protected

by the copyright and intellectual property laws, mainly for the promotion of the events of the Organizer and for the promotion of the Exhibitor. By signing the Contract and the General Terms and Conditions the Exhibitor agrees on the usage mentioned above.

7. In case the Organizer will not be able to organize the CZDW event or any parts of it due to the unexpected events or issues, the Exhibitor will be immediately informed about those occurrences. All the commitments of the Organizer to the Exhibitor are abolished by the notification. The Exhibitor has the right to receive back the fee, or part of it, payed for the rented exhibition area.

8. Any complaints to the services provided by the Organizer must be claimed immediately.

V. Conditions of contract withdrawal or contract termination

1. The Exhibitor has the right to withdraw from the Contract with the Organizer in cases stated by the legislation or by the Contract and the General Terms and Conditions. The withdrawal must be provably sent to the Organizer in a written form.

2. The Organizer has the right to withdraw from the Contract with the Exhibitor in cases stated by the legislation or by the Contract and the General Terms and Conditions. The withdrawal must be provably sent to the Exhibitor in a written form. The Organizer has the right to withdraw from the Contract especially in the cases when the behaviour of the Exhibitor might cause harm to the health of people or might severely damage or already has damaged the premises of the CZDW event. In the cases mentioned in the previous sentence the Organizer has the right to claim the fees for the rented exhibition areas and claim the compensations for the incurred damages.

VI. Final provisions

1. The General Terms and Conditions is an integral part of the binding Application for participating at the CZDW event.

2. Any requirements, changes or requests for exceptions must be sent to the Organizer in a written form.

Date and the Applicant/Exhibitor signature:

Signature of the Organizer: