

# **TERMS AND CONDITIONS FOR PARTICIPATION**

## CONTENTS

### **1 FIRA DE BARCELONA**

- 1.1. Status
- 1.2. Governing Bodies
- 1.3. Showgrounds

### **2 PARTICIPATION FEES**

### **3 REGISTRATION**

- 3.1. Participation and/or commercial proposal
- 3.2. Registration fee
- 3.3. Allocation of spaces
- 3.4. Participation Contract
- 3.5. Acceptance as an exhibitor
  - 3.5.1. Exhibitor
  - 3.5.2. Co-exhibitor
  - 3.5.3. Collective or institutional participation
  - 3.5.4. Exhibitor-sponsor
- 3.6. Obligation to exhibit and open a stand
- 3.7. Change of Location
  - 3.7.1. Change of location
  - 3.7.2. Change of size
  - 3.7.3. Common terms
- 3.8. Cancellation of participation by an exhibitor
- 3.9. Closing of stands

### **4 TERMS OF PAYMENT**

- 4.1. Terms of Payment
- 4.2. Payment method
- 4.3. Refund of VAT to Non-Residents

### **5 INSURANCE**

- 5.1. Mandatory Insurance
  - 5.1.1. Material Damage Insurance
  - 5.1.2. Civil Liability Insurance
- 5.2. Provisions Applicable to Mandatory Insurances

### **6 STAND ASSEMBLY SERVICES**

- 6.1. Stand Assembly Services
- 6.2. Cleaning and waste management
- 6.3. Build-up schedule and access
- 6.4. Build-up in other exhibition areas

## **7 PROMOTION AND PARTICIPATION**

- 7.1. Badges and emblems
  - 7.1.1. Exhibitor badges
  - 7.1.2. Access to the space during build-up and breakdown
  - 7.1.3. Visitor invitations
    - 7.1.3.1. Professional Invitations
    - 7.1.3.2. Group invitations
    - 7.1.3.3. Other badges
- 7.2. Publications
- 7.3. Advertising in the venue
  - 7.3.1. Exterior Advertising
  - 7.3.2. Internal Advertising
- 7.4. Halls
- 7.5. Sponsorship and Merchandising

## **8 TECHNICAL GUIDANCE AND SAFETY REQUIREMENTS**

## **9 LEGAL AND ADMINISTRATIVE TERMS**

- 9.1. Commercial Transactions (Regulation of Sales)
- 9.2. Regulation on Prize draws or Games of chance
- 9.3. Event Dress Code
- 9.4. Prevention and action protocol against harassment
- 9.5. Access to the Stands of other Exhibitors
- 9.6. Protection of Industrial Property Rights
- 9.7. Image rights
- 9.8. Privacy policy and information regarding personal data protection
- 9.9. Art and/or Antiques Fairs
- 9.10. Health& Safety Measures
- 9.11. Force Majeure
- 9.12. Law and Jurisdiction
- 9.13. Contractual documents and acceptance of the Rules of Participation

# TERMS AND CONDITIONS FOR PARTICIPATION

## FIRA DE BARCELONA

### 1 FIRA DE BARCELONA

#### 1.1. Status

- FIRA INTERNACIONAL DE BARCELONA ("FIRA DE BARCELONA") is a cooperative public body whose members, all of equal status, are the Government of Catalonia, Barcelona City Council and the Official Chamber of Commerce, Industry and Navigation of Barcelona.
- FIRA DE BARCELONA has its own legal personality, independent of its members, with independent assets and full capacity to operate in the fulfilment of its purposes.
- The registered office of FIRA BARCELONA is at Av. Reina Maria Cristina, s/n, 08004, Barcelona, Tel.: 93 233 20 00, NIF: Q0873006A.
- The objective and function of FIRA DE BARCELONA is, in the broadest sense, to promote, foster and develop business and industry. FIRA DE BARCELONA's geographic scope encompasses Catalonia and other countries.
- The organisation and functioning of FIRA DE BARCELONA are governed by its Statutes.

#### 1.2. Governing Bodies

- Board of Directors
- Management Body
- Managing Director

#### 1.3. Showgrounds

FIRA DE BARCELONA has two permanent showgrounds:

- Montjuïc, in the Parc de Montjuïc in the city of Barcelona.
- Gran Vía, in the Polígono Pedrosa in L'Hospitalet de Llobregat.

These Terms and Conditions apply to Events organised by FIRA DE BARCELONA at either of those showgrounds. They also apply to any other spaces that may be managed by FIRA DE BARCELONA.

Where Events are exceptionally held other than at the permanent showgrounds, those Events will be governed by these Terms and Conditions, to the extent applicable.

### 2 PARTICIPATION FEES

Each Event will publish its own Rules for Participation including participation fees. The Rules for Participation for each Event are available on the Event's website in the exhibitor area. The participation fees for each Event will be published on the Event's website.

All fees for exhibitor participation will be subject to VAT at the applicable rate.

### **3 REGISTRATION**

#### **3.1. Participation and/or commercial proposal**

Businesses considering exhibiting at an Event should complete a Participation Proposal or the Event.

The form is available on the Event's website in the exhibitor area. On request, the form can be emailed to potential exhibitors by an Event's Marketing Department.

An Event's Marketing Department can send businesses who have already expressed an interest in taking part a commercial proposal for their participation to consider.

The completed participation proposal and/or acceptance of a commercial proposal should be sent to FIRA DE BARCELONA within the time stated by FIRA DE BARCELONA for each Event.

#### **3.2. Registration fee**

- Following receipt of a completed participation proposal or acceptance of a commercial proposal sent to a business, FIRA DE BARCELONA will send the proposed exhibitor an invoice for Registration Fees payable by its due date. No participation proposal or acceptance of a commercial proposal will be considered until the registration fees have been paid. The amount will be the amount shown on the Event's website and in its rules for participation.

#### **3.3. Allocation of spaces**

- The allocation of spaces will be carried out by FIRA DE BARCELONA. Allocation will be made on the basis of the following general criteria:
  1. Seniority, that is, exhibitors that have participated in the same Event in prior years so long as they have completed their booking in the time stipulated for the Event through payment of the registration fees.
  2. Sectorisation and general distribution of space.
  3. Date of application. Order of receipt of completed participation proposals and acceptances of commercial proposals from intending exhibitors.
  4. Total volume of services contracted (number of square metres requested, optional services requested, etc.).

FIRA DE BARCELONA will set the space allocation criteria each time an event is held.

#### **3.4. Participation Contract**

- Following submission of a completed participation proposal or acceptance of a commercial proposal by an intending exhibitor, FIRA DE BARCELONA's trusted third-party will issue an email to the intending exhibitor containing a link to the contract for its participation at the Event for electronic signature.
- Through the intending exhibitor's electronic signature of the participation contract it is deemed to be aware of and to accept these Terms and Conditions and the Rules for Participation for the relevant Event.
- The participation contract only covers the business that has signed it to attend the Event once.
- The participation contract regulates the rights and obligations of the parties in relation to the participation of the exhibitor at the relevant Event.
- Participation contracts may be of different types, depending on the Event:
  - participation contract with allocation of space
  - participation contract without allocation of space
  - participation contract with allocation of space + sponsorship
  - participation contract without allocation of space + sponsorship

Where an exhibitor signs a participation contract with space allocation, the contract will state the specific space allocated for the exhibitor's stand.

Where an exhibitor signs a participation contract without allocation of space, the specific space allocated for the exhibitor's stand will be notified to the exhibitor by FIRA DE BARCELONA by e-mail after the contract is signed.

Where an exhibitor signs a participation + sponsorship contract, the contract will state those aspects of the Event that are open to sponsorship at the choice of the exhibitor in addition to the obligations of the parties in relation to the participation of the exhibitor at the Event.

- Signature of the participation contract and payment of registration fees are required in order formally to become an exhibitor.

### **3.5. Acceptance as an exhibitor**

- Only Spanish and international business whose products fall within an Event's Product List or fall outside the Product List but are related to the theme of the Event and have been approved in advance by FIRA DE BARCELONA can be accepted as exhibitors.
- FIRA DE BARCELONA's prior consent is needed for the exhibition or showing of used machinery and/or equipment.
- FIRA DE BARCELONA reserves the right to refuse admission to exhibitors and products for exhibition.
- Exhibitors who have overdue debts to FIRA DE BARCELONA may not participate regardless of the Event, edition and/or Act the debt relates to.
- Overdue debts, breach of the Terms and Conditions for Participation or of the specific Rules for Participation for an Event or the commission of any act that adversely affects the reputation or good image of FIRA DE BARCELONA may lead to an exhibitor being prohibited from doing business with FIRA DE BARCELONA in the future and from attending FIRA DE BARCELONA Events.

#### **3.5.1. Exhibitor**

- In each case the exhibitor is the business, individual or company that has sent FIRA DE BARCELONA a completed participation proposal or an acceptance of a commercial proposal from the Event's Marketing Department, signed the relevant Participation Contract and paid the registration fees.
- An exhibitor may not subcontract the allocated space.

#### **3.5.2. Co-exhibitor**

- Each business represented by an exhibitor on a stand is a co-exhibitor and has paid the co-exhibitor fee.

#### **3.5.3. Collective or institutional participation**

- One of the member organisations will deal with FIRA DE BARCELONA on behalf of the intending exhibitor and FIRA DE BARCELONA may treat that member organisation as the exhibitor for all purposes.

#### **3.5.4. Exhibitor - sponsor**

An exhibitor-sponsor is a business that as well as meeting the requirements of Paragraph 3.5.1 of these Terms and Conditions has signed a participation + sponsorship contract for sponsorship of an aspect of the relevant Event that is open to sponsorship under the Rules for Participation at that Event.

### **3.6. Obligation to exhibit and open a stand**

- The objects and products displayed will remain on the exhibitor's stand during the days and opening hours for the event.
- The exhibitor will be at the stand during the opening hours for the Event.
- Stands will be open while the Event is open to visitors. The organiser reserves the right to close any stand or facilities that is or are in breach of these Terms and Conditions.

### **3.7. Change of Location**

#### **3.7.1. Change of location**

- In the interests of an Event, FIRA DE BARCELONA may move the space contracted by an exhibitor within the same fairground and an exhibitor will not be entitled to any repayment as a result. The exchange, transfer or sublease of the rented space to third parties is expressly prohibited.
- If for any reason outside the control of FIRA DE BARCELONA is not able to provide the exhibitor with the space contracted and an alternative space of similar characteristics but smaller in size is allocated within the same fairground, FIRA DE BARCELONA will refund the exhibitor the difference between what was paid for the contracted space and the cost of the space actually allocated and the exhibitor will not be entitled to any compensation in that respect and waives the right to make a claim in that regard.

- If for any reason outside the control of FIRA DE BARCELONA's, including the carrying on of works within the showground at which the Event is to take place, it is not possible to hold the Event at any of the Halls or Pavilions at the venue, FIRA DE BARCELONA may move the Event to another fairground at which it carries on business and completed participation proposals and acceptances of commercial proposals issued before the date of the move will be of no further effect and any participation contracts already entered into will be terminated. Nevertheless, all exhibitors that do not state in writing their intention not to participate in the Event at its new location will be treated by FIRA DE BARCELONA as continuing to be exhibitors and any amounts already paid by those exhibitors will be applied against the new contracts signed.
- Receipt of written notice from an exhibitor of its intention not to participate in the Event at its new location will require FIRA DE BARCELONA to repay to the exhibitor any amounts paid under the relevant participation contract up to that date. An exhibitor will not be entitled to compensation of any kind on this account and waives any right to compensation in respect of the change of location.

### **3.7.2. Change of surface area**

- If an exhibitor requests a smaller space, the exhibitor will no longer be entitled to use the whole of the space originally contracted and will be entitled to request a new location from those still available.
- If an exhibitor requests a larger space, FIRA DE BARCELONA will meet the request if additional space is still available. In the event that no additional space is available, the existing contract may not be changed.

### **3.7.3. Common terms**

- If an allocated space is changed in any way, a new participation contract will be issued with details of the new location. This new contract will replace any prior contract.

## **3.8. Cancellation of participation by an exhibitor**

- Exhibitors will give written notice of withdrawal to FIRA DE BARCELONA before the withdrawal date for each Event under its Rules for Participation.
- If notice is not given by the withdrawal date, FIRA DE BARCELONA will retain by way of compensation any amounts paid before the notice of withdrawal by the exhibitor. The withdrawing exhibitor will pay the amount invoiced by FIRA DE BARCELONA as compensation for the costs incurred by FIRA DE BARCELONA in connection with the cancelled participation.
- Registration fees will not be refunded in any circumstances.
- If an exhibitor has not paid the full amount before the start of build-up for the Event or has not occupied the contracted space on the day the Event opens, the exhibitor will be deemed to have cancelled his/her/its participation and FIRA DE BARCELONA may allocate the space or stand to a third-party and will have no obligation to compensate the cancelling exhibitor or to repay any amounts paid for his/her/its participation which will be kept as compensation for the costs incurred by FIRA DE BARCELONA in respect of the cancelled participation.

## **3.9. Closing of stands**

- FIRA DE BARCELONA may close a stand during build-up or holding of an event if the exhibitor breaches any Rule in these Terms and Conditions or the Rules for Participation for the Event or if so required or allowed by order of any court and FIRA DE BARCELONA will have no liability to compensate the exhibitor or to repay any amounts paid in respect of the exhibitor's participation.



- FIRA DE BARCELONA may in those circumstances require the stand to be broken down and the exhibitor will pay any costs arising.

## 4 TERMS OF PAYMENT

### 4.1. Terms of Payment

- Following receipt of a completed participation proposal or acceptance of a commercial proposal from an intending exhibitor, registration fees will be invoiced in full. Registration Fees for each Event on each occasion that it is held will be stated in the Rules for Participation for the Event and on its website. No participation proposal or acceptance of a commercial proposal will be considered until the registration fees have been paid.
- Following signature of the participation contract by an intending exhibitor, FIRA DE BARCELONA will invoice the relevant participation fees in accordance with the invoicing timetable for the Event stated in the Rules for Participation for the Event.
- Any objection to an invoice must be made within the time for payment of the invoice as stated in the Rules for Participation for the Event. Following the end of the time for payment, the exhibitor will be deemed to have accepted the invoice in full.
- Exhibitors will pay all fees and charges by the due date stated on each invoice and in any event before the start of official build-up for the Event.
- If an exhibitor has not paid all amounts due in respect of his/her/its participation by the due date indicated on each invoice, FIRA DE BARCELONA may either:
  - Treat the exhibitor's participation as having been cancelled when FIRA DE BARCELONA may allocate the space or stand to a third party free of any obligation to compensate the cancelling exhibitor or to repay any amounts paid in respect of the cancelling exhibitor's participation, which will be retained as compensation for the costs incurred by FIRA DE BARCELONA in respect of the cancelled participation.
  - Or, not authorise the start of build-up and electrical connection for the stand and not issue any badges.

### 4.2. Payment Method

Payments will be made in favour of FIRA DE BARCELONA within the time for payment stated in the Rules for Participation for each Event and be accompanied by the name of the Event to which they relate by any of the following means:

- By bank transfer.
- By credit card.
- **Bank Entities**
  - **Caixabank S.A.**
    - IBAN: ES49 2100 0927 5602 0001 7660
    - BIC/SWIFT: CAIXESBBXXX
  - **BBVA**
    - IBAN: ES19 0182 6035 4302 0160 9244
    - BIC/SWIFT: BBVAESMMXXX
  - **Banco Popular**
    - IBAN: ES30 0075 0002 2506 0442 2331
    - BIC/SWIFT: POPUESMM

- **Banc Sabadell**
- IBAN: ES19 0081 5084 04000129 0030
- BIC/SWIFT: BSABESBB

**IMPORTANT: For your payment to be correctly recorded, state your customer number and invoice number as stated on the invoices in your transfer to FIRA INTERNACIONAL DE BARCELONA.**

#### **4.3. Refund of VAT to Non-Residents**

In relation to refunds of **Value Added Tax ("VAT")** to a taxable person not resident for tax purposes in a jurisdiction in which VAT applies, there are two possible scenarios:

- Businesses or Professionals domiciled in the territory of another Member State:

An application for refund can be made via the Internet using the form on the electronic portal of the Tax Authority of the country of domicile of the applicant which will forward the form electronically to the Spanish Tax Authority which processes applications for refunds to Spain as Refunding Member State.

- Businesses or Professionals domiciled in third countries:

Applications for the refund of VAT paid in Spain will continue to be submitted remotely directly in the Refunding Member State (in this case the Spanish State). An applicant is required to appoint a representative who is resident in the country where the tax has been paid to process the application. The representative will be jointly liable for any improper refund. The representative will submit the remote refund application.

## **5 INSURANCE**

### **5.1. Mandatory Insurance**

**Multi-Risk Material Damage and Civil Liability Insurance** are mandatory and by virtue of participating in an Event, all exhibitors adhere to the insurance policy taken out by FIRA DE BARCELONA for all exhibitors. That policy includes the following cover for Material Damage and Civil Liability insurance.

#### **5.1.1. Material Damage insurance coverage:**

- This includes physical damage to insured goods that are on display as a result of one of the covered risks, with the limit of the sum insured at € 20,000.00 for a First Risk per Exhibitor.
- This includes Attendance Costs, understood as duly justified costs of moving, publicity, hotels, fees for staff involved in attending to the public and the stand paid by the Exhibitor, with the limit of the sum insured at €10,000.00 for a First Risk per Exhibitor.

These expenses will be compensable when participation is definitively cancelled because of an accident covered by Material Damage, before the start of participation.

- Risks Covered:
  - Fire, Lightning and Explosion
  - Extensive Risks: Vandalism, rain, wind, hail or snow, water damage, smoke damage, terrestrial vehicle impact, falling aeroplanes or spacecraft, sound waves, accidental leakage from automatic fire suppression systems.
  - Complementary Guarantees: measures adopted by the authorities, salvage and removal of rubble, filling of fire extinguishing equipment, replacement of files and fire extinguishing expenses.
  - Additional Guarantees: Goods exposed to the elements, breakage of windows and glass and electrical damage to electrical or electronic equipment.
  - Catastrophic Risks: Flood earthquake, atypical cyclonic storms, hurricane, tsunami, volcanic eruption, terrorism, civil unrest, actions by armed forces and security forces in times of peace.
- Excesses: The exhibitor accepts an excess of € 300 per claim involving Material Damage and € 300 per claim involving Attendance Costs.
- Damage and loss resulting from burglary, robbery, theft and employee disloyalty are excluded from the coverage.

#### **5.1.2. Civil Liability insurance coverage:**

Includes all claims derived from material damage and/or bodily harm and their consequences to third parties, for which the Exhibitor may hold civil liability.

FIRA BARCELONA holds the status of a third party in relation to the Exhibitor, and as a result coverage includes material damage and/or bodily harm and any consequences thereof to FIRA BARCELONA, for which the Exhibitor is assigned civil liability.

It includes any claims resulting from bodily harm as a result of workplace accidents suffered by the employees of the Exhibitor, for which the Exhibitor is held civilly liable.

It includes any demands resulting from bodily harm because of food poisoning, for which the Exhibitor is assigned civil liability.

A limit of € 300,000.00 is established per claim and Exhibitor, with a sub-limit of € 150,000.00 per victim in case of workplace accident.

There is an overall limit per claim and per fair of €1,500,000.00 for all Exhibitors.

Excesses: The Exhibitor accepts an excess of €300 per claim.

## **5.2. Provisions Applicable to Mandatory Insurances**

### **➤ Incident Management**

An exhibitor will contact the Hall Manager in the event of an incident and the Hall Manager will notify the Administration Department.

In the event of vandalism, the Exhibitor must submit with its report of the incident a copy of the original report to the police, which is required to be made within 24 hours of the incident.

➤ **Excesses**

Any excess will be covered exclusively by the exhibitor and FIRA DE BARCELONA will have no liability.

➤ **Main Excluded Goods**

- Goods that are not part of the exhibition, except for goods belonging to employees.
- Goods that are not located within the premises of the trade show venue.
- Money, deeds, jewels, works of art and objects of value.

➤ **Premiums and Coverage**

The indicated coverage is subject to change according to the result of annual renewals or modifications which may be made to the terms of the policy.

➤ **Existence of other insurance policies**

This policy serves in excess or defect of any policy that each Exhibitor may have at the time of the incident.

➤ **Documentation**

Exhibitors may ask FIRA BARCELONA for an Insurance Certificate certifying the premiums and coverage of the policy, provided by the insurance company.

## 6 STAND ASSEMBLY SERVICES

### 6.1. Stand Assembly Services

The company in charge of the build-up of the stand must pay FIRA DE BARCELONA the fees described in the Online Services Catalogue for stand build-up services before beginning assembly. These fees are set according to the following types of build-up:

- Carpet or wooden floor..... €/m<sup>2</sup>
- Modular Stand..... €/m<sup>2</sup>
- Design Stand..... €/m<sup>2</sup>

The fees stated are shown in the exhibitor Area and in the Rules for Participation for each Event.

Prices do not include VAT.

If a stand has been booked through SERVIFIRA ([www.servifira.com](http://www.servifira.com)), SERVIFIRA will pay any stand build-up fees. You can also book a custom-designed stand through [www.buildupfira.com](http://www.buildupfira.com), the stand design and construction department, through which the exhibiting company can hire any service they need for the preparation of their stands: audiovisuals, catering, hosts/hostesses, rigging, etc.

Any exhibitors/fitters/decorators who have overdue debts to FIRA DE BARCELONA regardless of the Event to which the debt relates may not start stand build-up.

Any staff accessing the Venue who are not employed by the exhibitor will be required to give their full names and ID/Passport numbers to the Customer Services Department for issue of their build-up badges.

FIRA DE BARCELONA requires that staff present at the fairground's venues be duly identified/registered. For this purpose, work badges are made available for all staff involved in Event build-up and breakdown. Badges will be issued under FIRA DE BARCELONA's Technical Rules.

The stand build-up rules contained in FIRA DE BARCELONA's Technical Standards (Gran Via Technical Standards or Montjuïc Technical Standards) apply and can be viewed or downloaded via this link:

<https://www.firabarcelona.com/ca/normativa-de-participacio>.

## **6.2. Cleaning and waste management**

FIRA DE BARCELONA has a comprehensive cleaning and waste management service. This service may be hired from the FIRA DE BARCELONA services sales department ([www.servifira.com](http://www.servifira.com)).

Clients who decide to use a cleaning service that does not pertain to FIRA DE BARCELONA must duly accredit their staff, perform the service within the established exhibitor timetable, and the electrical connection requirements must be met by the installation of the stand itself.

The company responsible for stand construction or decoration will be responsible for removing waste generated daily, during both build-up and breakdown periods.

At the end of the time allocated for breakdown, the contracted space must be completely clean, with any adhesive tape removed from carpets and any other material removed. After the end of the time allocated for breakdown, exhibitors at whose stands there is still any waste will be liable for the cost of cleaning and waste management to put the contracted space into an appropriate condition. Those sanctions can be viewed in FIRA DE BARCELONA's Customer Services Department.

The rules on cleaning and waste management in FIRA DE BARCELONA's Technical Standards (Gran Via Technical Standards or Montjuïc Technical Standards) apply and can be viewed or downloaded via this link:

<https://www.firabarcelona.com/ca/normativa-de-participacio>.

## **6.3. Build-up Schedule and Access**

- Build-up will be 06:00 to 22:00. Flooring works, stand build-up can be done during those. Service requests will only be dealt with 09.00 to 18.00 (supplies of electricity, compressed air, etc.). Time for build-up can be extended when required by the complexity of the build-up or other circumstances. An extension to time for build-up requires the consent of FIRA DE BARCELONA (Logistics Department Fax 93 233 26 00).
- Access to the Halls, as well as the loading and waiting zones, will be defined in each case according to the characteristics of the show, with appropriate indications provided via detailed maps of the venue.
- During the days for build-up and breakdown, FIRA DE BARCELONA may allow or restrict the entry of exhibitors' vehicles for unloading or loading of goods in function of the load in or on each vehicle for unloading or on each stand for taking away.
- Private vehicle access to the venue will not be permitted during the build-up and breakdown days.

#### **6.4. Build-up in Other Exhibition Areas**

- There are exhibition areas the position of which requires special conditions for build-up and breakdown. In those cases, FIRA DE BARCELONA's Logistics Department will assess the needs of exhibitors to enable them to carry out build-up and breakdown.

Events organised by FIRA DE BARCELONA held in whole or in part other than at showgrounds, will be subject to the specific Rules for Participation for the relevant Event.

### **7 PROMOTION AND PARTICIPATION**

#### **7.1. Badges and emblems**

##### **7.1.1. Exhibitor badges**

- Exhibitor badges can be obtained through the exhibitor Area on the website for an Event. Each exhibitor will be entitled to badges for the staff working at its stand in proportion to the surface area of the stand on the scale for each Event in its Rules for Participation.
- Each exhibitor will its application for complementary exhibitor badges based on the numbers stated for each Event to FIRA DE BARCELONA and pay for each pass at the price stated in the Rules for Participation for each Event (where FIRA DE BARCELONA has decided to issue additional badges).
- Exhibitor badges are personal and not transferable.

##### **7.1.2. Access to the space during build-up and breakdown**

FIRA DE BARCELONA requires that staff present at the fairground's venues be duly identified/registered. For this purpose, work badges are made available for all staff involved in Event build-up and breakdown.

Issue of build-up and breakdown badges is subject to FIRA DE BARCELONA's Technical Rules (Gran Vía Technical Rules or Montjuïc Technical Rules), which can be viewed or downloaded via this link: <https://www.firabarcelona.com/ca/normativa-de-participacio>.

##### **7.1.3. Visitor invitations**

- Each Event will state in its Rules for Participation the types of visitor invitations available, of which the following are the most important:

###### **7.1.3.1. Professional Invitations**

- Regardless of the direct promotion of each Event by FIRA DE BARCELONA through different media as organizer of the event, professional invitations may be made available to exhibitors so that they can carry out directly promote their participation.
- Depending on the Event, invitations may also be acquired through the exhibitor area for the Event. Professional visitor invitations are valid for the period stated on the invitation.
- The price of invitations will be stated exhibitor area for each Event.

### **7.1.3.2. Group invitations**

- Group invitations are requested directly from FIRA DE BARCELONA by e-mail or letter. The request will identify the applicant business, school or institution with all relevant information and include the number of people in the party, their ages and the name and positions of the people with responsibility for the group. On acceptance of any such request, FIRA DE BARCELONA will send confirmation to the applicant stating the day on which the group can visit the Event and where they can confirm their identity and collect the admission letter. The admission letter is only valid for the day and/or times stated.

### **7.1.3.3. Other badges**

- FIRA DE BARCELONA may issue other types of badges depending on circumstances at any particular time.

## **7.2. Publications**

- FIRA DE BARCELONA will state in the Rules for Participation Regulations for each Event, the publications and means of promotion that it will provide for exhibitors and visitors.
- FIRA DE BARCELONA will have no liability for any errors of transcription, defects or omissions, total or partial, of any kind that may occur in those publications.

## **7.3. Advertising in the venue**

### **7.3.1. External Advertising**

- FIRA DE BARCELONA will determine the allowed formats for Exterior Advertising, if any, and the exact form and conditions applicable for each Event. Any exterior advertising in any event requires prior approval from FIRA DE BARCELONA.

### **7.3.2. Indoor Advertising**

- An exhibitor may use promotional and advertising for the products on display within the limits of the stand it occupies only. Promotion and advertising are prohibited in the passageways of the Halls and in the grounds of the Showground Venue.
- Where FIRA DE BARCELONA has exceptionally given its express consent, an exhibitor company may opt to contract specified interior advertising outside the footprint of its stand.
- Advertising by exhibitors will be limited to information of a professional nature concerning the products or services offered by each exhibitor. All advertising in any event requires the prior approval of FIRA DE BARCELONA before distribution.
- Advertising of an ideological, religious or political nature or that is unlawful or any similar advertising is prohibited.
- Third-party advertising is also prohibited. The exhibition of any item not from the exhibitor or any co-exhibitors requires the prior express approval of FIRA DE BARCELONA before it is displayed or advertised.
- FIRA DE BARCELONA may prohibit the distribution of advertising that gives rise to complaints and retain the relevant material until the end of the Event.
- Optical, mobile or acoustic advertising media will only be permitted to the extent they do not cause any disturbance to the neighbouring stands.

- FIRA DE BARCELONA will state in each Event's Rules for Participation Regulations, the use of advertising material above the allowed maximum stand build height.

#### **7.4. Halls**

- FIRA DE BARCELONA has Conference and Meeting Rooms at its Montjuïc and Gran Vía venues. Those Rooms may be hired directly from the organisers of each Event.

#### **7.5. Sponsorship and merchandising**

- FIRA DE BARCELONA will determine for each Event which products (if any) can be sponsored by an exhibitor.
- In relation to merchandising, FIRA DE BARCELONA will determine for each Event which products will be sold bearing the image of the Event and whether and on what terms exhibitors may add their own brands/logos to those products.
- Contracts in relation to products that are available for sponsorship and/or the addition of the brand/logo of an exhibitor to the products to be marketed bearing the brand of each Event, where it arises, can be agreed in advance by contacting FIRA DE BARCELONA.
- Exhibitors state that their trademarks are validly registered and that the use of their trademarks does not infringe third party rights. Exhibitors will give notice to FIRA DE BARCELONA of any change, modification or prohibition of the use of their trademarks. FIRA DE BARCELONA will have no liability for any breach of industrial property rights by exhibitors who will be solely liable for any third-party claims in relation to the brand or logo of each exhibitor or in relation to the brands relating to the products and/or services offered by an exhibitor.

### **8 TECHNICAL GUIDELINES AND SAFETY REGULATIONS**

FIRA DE BARCELONA has Technical Standards that contain everything relating to technical and safety requirements at the showgrounds. The Technical Standards (for Gran Via and Montjuïc) can be viewed and downloaded via this link:

<https://www.firabarcelona.com/ca/normativa-de-participacio>.

Those Standards contain provisions relating to safety and emergencies, workplace risks, build-up of stands and the fitting out of spaces, build-up of conference rooms, technical services for stands, electrical equipment and supplies, cleaning and waste management, technical requirements during events (including photo and audiovisual journalism and the showing of films and playing of music, the use of machinery and tools during Events, exhibiting vehicles on stands, exhibiting animals on stands,...), special activities during Events, rules for vehicle accessing and parking at the venue (including delivery and collection of objects and goods, the parking service...) and technical data for the halls and exhibition spaces.

### **9 LEGAL AND ADMINISTRATIVE TERMS**

#### **9.1. Commercial Transactions (Regulation of Sales)**

- The direct sale of articles to be taken from stands during the course of the Event will not be permitted. Any exception is subject to Law 18/2017, of 1st August, on Commerce, Services and Trade Fairs in Catalonia and its implementing regulations.



## 9.2. Regulation on Prize draws or Games of chance

- The prior consent of FIRA DE BARCELONA is required for any draw or competition.
- Prior notice is in any event required to be given to the Directorate General for Gambling and Gaming (Government of Catalonia) of any proposed raffle, draw or random number combination which are subject to Decree 397/2011 of 11 October approving the Regulations on raffles, draws and random number combinations for purposes of advertising and promotion and any other relevant law.

## 9.3. Event Dress Code

- The personnel representing the exhibiting companies in the stands must be dressed appropriately for the duties they are carrying out. Costumes or complementary articles which involve the objectification of the person or that could offend other exhibitors or attendees on ethnic, religious, sexual, political or social grounds are not permitted.
- Each exhibitor is responsible for ensuring that everybody staffing his/her/its stand (regardless of whether they are their direct employees or employees of a supplier) dress appropriately and professionally. FIRA DE BARCELONA may request any member of staff member who is not dressed appropriately and professionally to leave the venue and there is no appeal against any such decision.

## 9.4. Access to the Stands of other Exhibitors

- FIRA DE BARCELONA expresses its zero tolerance for conducts constituting sexual harassment or harassment based on gender, showing its commitment to organize and sponsor events in which people can participate in an inclusive, respectful, and safe environment. To this end, a protocol has been implemented whose purpose is to establish the necessary measures to prevent harassment in the Venues where the Events are held.
- The aforementioned protocol is mandatory for all the participants in the Events, regardless of the condition in which they intervene, whether as an exhibitor, visitor, supplier or employee of those.
- The protocol can be consulted at the following link: <https://prd-webrepository.firabarcelona.com/wp-content/uploads/2024/01/22145502/protocol-against-sexual-harrassment-in-events.pdf>

## 9.5. Access to the Stands of other Exhibitors

- Except with the consent of the stands-holder, access to the stands of other exhibitors outside public opening hours is not allowed.

## 9.6. Protection of Industrial Property Rights

- Any utility models, drawings, models, inventions and trademarks that an exhibitor wishes to protect are subject to relevant law and application should be made to register them at the relevant Industrial Property Registry. Any invention that may be the subject of a patent of invention and any trademark or model, drawing or cinematographic film of any kind shown at the Event will enjoy the temporary protection afforded by the Law on Industrial Property now in force.

- Exhibitors who wish to benefit from that protection should apply in writing to the management of the Fair while the event is being held, stating the name and details of the applicant, the protected object and any other information required by law.

#### 9.7. Image rights:

- Given that Events are public, FIRA DE BARCELONA may record images at Events for use to publicise the relevant Event in accordance with the Law on Intellectual Property and any other relevant law.

#### 9.8. Privacy policy and information regarding personal data protection

- **Data controller:** FIRA INTERNACIONAL DE BARCELONA with Tax I.D. Q-0873006-A and domiciled at, Av. Reina M<sup>a</sup> Cristina s/n, 08004 Barcelona and the companies in which it is a shareholder ALIMENTARIA EXHIBITIONS SLU and FIRA BARCELONA INTERNATIONAL EXHIBITIONS AND SERVICES SL. Purpose: To processing your personal data in connection with your participation in the stated event. Legal Basis: Under Article 6.1 of GDPR 679/2016 of 27 April, the legal basis for processing your personal data can be (a) the consent given by the data subject, (b) the performance of the participation contract or (c) the fulfilment of a legal obligation. Recipients: Your data will not be transferred to third parties. Rights: You have the right to access, rectify and erase your personal data, as well as the rights of portability and restriction of its processing, as set out in the additional information section. Additional information: you may view additional detailed information on Data Protection on our website [www.firabarcelona.com](http://www.firabarcelona.com), in the “Privacy Policy” section. LSSI: In accordance with Law 34/2002, of 11th July, on Social Services for Information and Electronic Business, you can authorise the sending, by any means, of information relating to our trade fairs that may be of interest to you.

#### 9.9. Art and/or Antiques Fairs

- Events for the world of Art and Antiques will have their own rules with acceptance or rejection of intending exhibitors on the basis of artistic proposals.
- Art and/or Antiques Events may establish committees of experts to ensure the quality and/or authenticity of the works exhibited.

#### 9.10. Health& Safety Measures

- According to the recommendations and standards established by the World Health Organization and/or by the national authorities for the control of diseases with an infection risk, including epidemics and/or pandemics, the exhibitor agrees to strictly comply with the protocols implemented by the Organizer at all times for the health and safety guarantee at its events. The protocols are accessible on the event's website

#### 9.11. Force Majeure

- FIRA DE BARCELONA reserves the right to reduce or extend the duration of a certain Event, or to postpone the event, its build-up or breakdown date, provided that it is forced to do so by special circumstances or force majeure.

#### **9.12. Law and Jurisdiction**

- These Terms and Conditions of Participation are part of the Participation Contract between a participating company and FIRA DE BARCELONA.
- These Terms and Conditions are subject to the laws of Spain. Any dispute or difference regarding the interpretation or performance of these Terms and Conditions will be subject to the jurisdiction of the Courts of the city of Barcelona to which the Parties expressly submit and waive any other jurisdiction that might otherwise have been available to them.

#### **9.13. Contractual documents and acceptance of the Rules of Participation**

- These Terms and Conditions of Participation are part of the contractual terms and conditions.
- By signing the Participation Contract, a participating company accepts and agrees to comply with these Terms and Conditions, which form an integral part of the contract, as do the Rules for Participation for each Event.