

# **GENERAL TERMS AND CONDITIONS FOR EVENTS ORGANISED BY DLG BENELUX B.V.**

## **CHAPTER 1**

### **GENERAL CONDITIONS**

#### **Article 1**

In this agreement the following words shall have the following meanings:

- DLG Benelux b.v.:

DLG Benelux, as well as any person or legal entity and his/its authorised representatives with whom the event is jointly organised.

- Participation agreement:

The agreement whereby DLG Benelux offers the opportunity, for a certain period and under certain conditions, to participate in an event organised by DLG Benelux.

- Participation conditions

The conditions that apply for the event as described in the congress brochure and any other publications about the relevant event.

- Application form

The form, provided it has been filled out and signed by the participant, is considered to be an irrevocable offer by the participant to participate in the event.

- Participant:

Any person or legal entity who/which has entered into an agreement with DLG Benelux by means of a participation agreement.

- Event:

The event, congress, symposium, seminar, workshop, forum or course which is the subject of the participation agreement.

- Costs of participation:

The fee which, under the terms of the participation agreement, the participant must pay DLG Benelux to participate in the event.

#### **Article 2**

1. This agreement is deemed to be an integral part of the participation agreement for in the event as concluded between the participant and DLG Benelux.

2. Deviations from this agreement or the complete or partial exemption from any of the prohibitions or obligations specified in this agreement shall only apply if such deviation or exemption is stated in writing and signed by DLG Benelux, and/or if a supplementary agreement has been entered into.

3. Third parties who have not entered into a participation agreement cannot derive any rights from this agreement.

## **CHAPTER 2**

## GENERAL PROVISIONS REGARDING PARTICIPATION

### **Article 3**

1. The organisers reserve the right to alter the dates, times and site of the event as listed in the conditions of participation or to cancel the event at all times, if this is a consequence of exceptional circumstances which have arisen through no fault of their own, without this giving the participants any right whatsoever to claim compensation from the organisers for any damages, in whatever form or for whatever reason such damages may have arisen.
2. The special circumstances referred to in paragraph 1 include: insufficient interest on the part of participants, disagreement within the branches of industry concerned, fire, a national disaster, which circumstances, in the opinion of DLG Benelux and after weighing the interests of all parties, could endanger the success of the event.
3. Changes in dates, times and site such as referred to above do not give participants the right to completely or partially cancel their applications.
4. If the event is cancelled, then the applications shall be regarded as cancelled and any payments made by the participants for participation will be reimbursed, after deduction of expenses already incurred for the organisation of the event up to a maximum of 20% of the total participation and administrative costs due. In all cases, the participant is required to reimburse fully all additional costs incurred by the organisers and made at the participant's request in connection with his participation.
5. Under no circumstances can a participant claim any right to compensation from DLG Benelux for damages as a result of a decision such as described in paragraph 1 of this article.
6. If the event includes both a congress and a trade fair, these will be considered two separate events. They can never be regarded as one event. Separate General Terms & Conditions shall apply to each event. Cancellation of one event shall not give the participant any rights regarding the other event.
7. If during the congress a trade fair or exhibition is organised, the General Terms & Conditions for Trade Shows apply to the latter. You can apply for these terms at DLG Benelux b.v.
8. DLG Benelux reserves the right to ask any additional information from visitors and participants.
9. In the case of cancellation at his own request, the participant is obliged to reimburse any other costs incurred by DLG Benelux. The participant cannot claim compensation for any loss suffered directly or indirectly as a result of the provisions in this article.

## **CHAPTER 3** PARTICIPATION

### **Article 4**

1. During the agreed period the participant has the right of access to the space in which the event is held. This right is granted through a participant's badge. The participant's badge is strictly personal.
2. Moreover, the participant has the right to receive the congress proceedings, if published, of the relevant event.
3. Moreover, the participant has the right to attend any other joint sessions, if organised during the event, such as lunches, coffee and tea breaks, receptions, dinners and trips, unless DLG Benelux has determined that participating in one of the above events is not free of charge. If the participant pays for these additional costs he may also attend these extra sessions.
4. The participant has the right of access to the trade fair, which may or may not be open to the public, (including a free copy of the catalogue), provided that this trade fair coincides with the

event, and is held in the same complex and for the same target group.

5. In the case of cancellation at his own request, the participant is obliged to reimburse any other costs incurred by DLG Benelux. The participant cannot claim compensation for any loss suffered directly or indirectly as a result of the provisions in this article.

6. If the participant does not attend the event, he will retain his right to receive the congress proceedings, provided that DLG Benelux has received the full amount due for participation.

7. By entering the event or program, you enter an area where photography, audio, and video recording may occur. You consent to interview(s), photography, audio recording, video recording and its/their release, publication, exhibition, or reproduction to be used for news, web casts, promotional purposes, advertising, inclusion on websites, social media, or any other purpose by DLG Benelux and its affiliates and representatives. Images, photos and/or videos may be used to promote similar DLG Benelux events in the future, highlight the event and exhibit the capabilities of DLG Benelux.

8. By entering the event or program, you release DLG Benelux, its officers and employees, and each and all persons involved from any liability connected with the taking, recording, digitizing, or publication and use of interviews, photographs, computer images, video and/or or sound recordings.

9. By entering the event premises, you waive all rights you may have to any claims for payment or royalties in connection with any use, exhibition, streaming, web casting, televising, or other publication of these materials, regardless of the purpose or sponsoring of such use, exhibiting, broadcasting, web casting, or other publication irrespective of whether a fee for admission or sponsorship is charged. You also waive any right to inspect or approve any photo, video, or audio recording taken by DLG Benelux or the person or entity designated to do so by DLG Benelux.

You have been fully informed of your consent, waiver of liability, and release before entering the event.

## **CHAPTER 4**

### **APPLICATION/PAYMENT/CANCELLATION**

#### **Article 5**

1. The application to participate in an event must be submitted on an application form which is made available to the participant. If this form is signed by an employee who is not empowered to commit the participant concerned, DLG Benelux will consider this to be the signature of an authorised person and will therefore require the participant to accept any and all consequences arising from this application.

2. Filling out, signing and submitting the application form is deemed to be an irrevocable offer by the participant to participate in the event. This offer shall be deemed accepted by DLG Benelux as soon as DLG Benelux receives a signed agreement of participation from the applicant.

3. Where appropriate DLG Benelux may decide to offer the participant the possibility to choose between participation for the duration of the entire event or only a part thereof. In such cases, the participant can make his choice known on the application form and the provisions in paragraph 1. and 2. of this article shall also apply.

4. In exceptional cases, the organisers may decide that an application will not be accepted.

#### **Article 6**

1. The participation fee is payable in one instalment;

a. 100% of the amount for participation within 14 days of the date of the invoice.

- b. If the participation agreement is dated less than 14 days before the start of the event, the due amount is payable immediately, or must have been received by the organisers before the first day of the event.
2. In exceptional cases the organiser can decide to offer a discount for early bookings.
3. The participant is liable for all fees payable to DLG Benelux regarding his participation, irrespective whether or not these costs were occasioned by the participant himself or by third parties on his behalf.
4. If any amount due to DLG Benelux is not paid on time, the statutory interest will be charged as from the date on which the debt becomes due and payable. Collection costs will be charged to the participant, whereby the out-of-court collection costs are set at 15% of the principal amount.
5. DLG Benelux is entitled to set off payments made in respect of participation to reduce still unpaid claims against the participant arising from previous participation.
6. If a participant has not paid the amounts due within the specified period, the organisers retain the right to refuse him access to the event, without prejudice to the organiser's right to claim full payment of these amounts.
7. In the situation as referred to under paragraph 6 of this article, no restitution can be claimed of amounts already paid.
8. Payments which the participant claims he is due from DLG Benelux may not be offset against the payments which are owed to DLG Benelux by the participant. Neither can the participant claim a right to suspend performance in respect of such payments.

## **Article 7**

An application cannot be withdrawn or altered unilaterally by the participant. If a participant wishes to cancel a previously submitted application, a written request to this effect must be sent to the organisers by registered post. The organisers may grant a request for cancellation of the application as long as the participant has fulfilled payment of the cancellation charges as follows:

1. - 50 EUR administrative costs if the application is cancelled more than 10 weeks before the start of the event.
  - 50% of the participation fee if the application is cancelled between 10 weeks and 6 weeks before the start of the event.
  - 100% of the participation fee if the application is cancelled between 6 weeks before the start and the start of the event, or as much of the fee as should be retained in the opinion of the organisers as a just remuneration for costs incurred as a result of cancellation.
2. In the case of cancellation, the participant is entitled to send a substitute. A written request to this effect should be sent to the organisers. This substitute must be an employee or official of the same company or organisation as the participant.
3. DLG Benelux is entitled to withdraw the participant's badge at any time and to deny the person concerned access to the event.
4. If, at any time after entering into the participation agreement, the participant is declared bankrupt or a petition is filed for the suspension of payments, the participation agreement shall be dissolved immediately through the mere occurrence of any of the said events and the participant is liable to payment of the full fee for the event, without prejudice to DLG Benelux's right to claim costs, damages and interest.
5. If the participant is unable to participate in the event through unforeseen circumstances that are no fault of his own, DLG Benelux can, at the request of the participant, dissolve the participation agreement, in which case the participant remains liable to pay 25% of the total participation fee, as well as any other costs incurred at his request in respect of his participation by or through the agency of DLG Benelux.

## **CHAPTER 5**

## PROHIBITORY PROVISIONS

### **Article 8**

Without the written permission of or on behalf of the organisers, the participant is not permitted to:

1. Conduct a survey amongst the visitors and participants of the event within the complex used for the event or on the surrounding grounds or premises.
2. Carry out activities which, in the opinion of the organisers, cause damage or negatively affect the event as a collective manifestation, even if these activities are not directed at one or more specific participants or groups thereof. All this insofar as the activities cannot be regarded as customary in normal competitive relationships.

## **CHAPTER 6**

### INSURANCE / LIABILITY

### **Article 9**

1. The organisers, managers, their authorised representatives and the staff of the complex or event cannot be held liable for any damages, of whatever nature, occurring as a result of damage to or loss of goods, nor for any damages arising from any other defects in the accommodation or the surrounding grounds, nor for any damage to goods or persons arising from any cause whatsoever, if and insofar as such damage or loss is not covered by third party liability insurance taken out by the organisers.
2. The participant is liable for and is obliged to take out insurance against all damage of whatsoever nature or harm occasioned to persons working for the organisers and/or the staff working in the complex, and he is required to indemnify the organisers and the staff of the complex from all claims which others may exercise against the organisers and/or the staff of the complex.
3. DLG Benelux is not liable for any damage, of whatsoever nature and under whatever title, suffered directly or indirectly by the participant, including consequential losses and damage as a result of theft, vandalism or whatever other cause, if such damage is caused by third parties.
4. The participant shall indemnify DLG Benelux against all claims made by third parties for damage, of whatsoever nature and under whatever title, caused by the participant himself.

## **CHAPTER 7**

### MAINTAINING ORDER

### **Article 10**

1. The organisers are entitled, without any legal intervention, to take one or more of the following steps and measures, if necessary at the expense of the participant, against any participant who acts contrary to any of the provisions of this agreement or the participation conditions or who fails to comply with any instruction issued by or on behalf of the organisers:
  - a. to withdraw the participant's badge issued to him and to deny that person involved access to the event with immediate effect.
  - b. to exclude the participant involved from participation in any events to be organised in the future.

## **CHAPTER 8**

### SPECIAL PROVISIONS

## **Article 11**

If the participant fails to comply with any regulations, conditions or instructions DLG Benelux has given or will give, then DLG Benelux is entitled to take the necessary measures at the expense and risk of the participant, to ensure that such regulations, conditions or instructions will be fulfilled, or to exclude the participating organisation from the event.

## **Article 12**

1. DLG Benelux can accept no liability for damage or loss, under whatever name, whether suffered directly or indirectly by the participant, including damage due to theft, destruction or whatever other cause, if this damage or loss is caused by third parties.

2. The participant shall indemnify DLG Benelux against all claims from third parties, for damage or loss, under whatever name, caused by the participant himself.

## **Article 13**

In the case of events which, in accordance with the participation agreement, are subject to special conditions, these conditions are deemed to be incorporated into this agreement. Insofar as they are in conflict with or deviate from this agreement, the provisions of the special conditions shall prevail.

## **Article 14**

If the provisions of this agreement are in conflict with or deviate from the conditions stated on the application form, then, if this application resulted in a participation agreement, the conditions of the application shall prevail.

Alterations and additions made by the participant himself will only be valid if these have the express written approval of DLG Benelux.

## **Article 15 Contingencies**

In all cases not provided for in this agreement the decision of DLG Benelux will be final.

## **Article 16 Disputes**

1. All disputes arising between DLG Benelux and a participant regarding the participation agreement, this agreement, or any other agreement which was entered into by the parties, shall be decided by the competent court in Utrecht in accordance with the laws of the Netherlands.

2. All legal costs incurred by DLG Benelux in the context of the present agreement will be entirely for the account of the participant and will be set as a penalty for an amount calculated on the basis of the collection rates of the Netherlands Bar Association (NOVA).

3. This English language document is a translation from the Dutch original made for the convenience of foreign participants. In the event of any dispute as to the interpretation of any of the conditions herein, the official Dutch version shall prevail.

## **Chapter 9**

Entering the event