



# GENERAL RULES OF PARTICIPATION

Updated December 2016

## **1. GENERALITY**

### **Art. 1. Definitions**

In these Rules of Participation, the term “Show” refers to the exhibition staged. The term “Exhibitor” includes any individual or body corporate that has space at the show. The term “Institution” refers to the Zaragoza Exhibition Centre, which organises the show. The term “Exhibition Centre Premises” refers to the premises on which the Show takes place. The term “Management” refers to the department of Zaragoza Exhibition Centre or the Committee organising the show. The term “Exhibition Centre Premises” refers to the premises on which the show takes place.

### **Art. 2. Acceptance of Rules of Participation**

All exhibitors who participate in any of the Shows held at the Exhibition Centre premises, agree to accept the present General Rules of Participation as well as the specific Show rules and all provisions made by Zaragoza Exhibition Centre.

## **2. GENERAL CONDITIONS OF ACCEPTANCE AND PARTICIPATION IN SHOWS**

### **Art. 3. Participation**

All individuals or bodies corporate whose industrial or commercial activities are considered by Zaragoza Exhibition Centre to pertain to the sectors and products that form the subject matter of the show may apply to participate in the Show.

Application to participate shall be presented on the pre-registration and participation forms established by Zaragoza Exhibition Centre, accompanied by the payment of the corresponding registration fees. Zaragoza Exhibition Centre reserves the right of admission of exhibitors.

### **Art. 4. Acceptance of participation**

The Institution reserves the right of final acceptance of participation and it may reject any application that, in its opinion, does not comply with the objectives of the Show.

If an application cannot be accepted for the aforementioned reason, the Institution shall proceed to refund the amounts already paid, and applicants shall not have any right to compensation.

### **Art. 5. Application for Space**

Applications for space shall be presented on the official Show Form, accepting the prices, payment terms and deadlines indicated.

In the event that payment is not made in the specified periods of time, the Exhibitor shall lose all rights over the reserved space and said space shall become available to the Institution that may then offer it to other companies.

If the exhibitor has paid any deposit amounts, these amounts shall remain in the possession of Zaragoza Exhibition Centre by way of compensation for the damages caused.

In any event, except for special cases in which the Institution is in agreement, authorisation will not be given to occupy an exhibition space that has not been paid for in its entirety. Likewise stands may not be set up without having complied with the aforementioned requirement.

Acceptance of applications will be closed when there are no more commercial spaces available to mount stands.

**Art. 6. Form of payment**

Payment shall be made in the following manner:

- Cash
- Current account cheque guaranteed by a bank entity.
- Bank cheque.
- Bank transfer in favour of Zaragoza Exhibition Centre.

In the latter case, the Institution reserves the right to prohibit the removal of any furniture, objects, and installations outside of the Exhibition Premises until the transfer has been made.

**Art. 7. Acknowledgement of receipt**

The Institution shall acknowledge receipt of applications for space that are accompanied by the corresponding payment. If accepted, the application for space will be considered a contract between the applicant and the Institution.

**Art. 8. Assignment of spaces**

Once the division of the Show into its corresponding sectors has been carried out, the spaces for each sector shall be assigned, taking into account the interest of the product to be exhibited and the date of receipt of the completed application with the corresponding payment.

The Institution reserves the right to change the location assigned to companies or the shape of the spaces allocated, for technical reasons.

Except in certain exceptional cases, accepted by the Institution, the Exhibitor shall have no acquired rights over exhibition space that said exhibitor may have occupied in the last edition. The distribution of spaces according to the needs of each Show is the sole competence of the Institution.

**Art. 9. Payment of services**

The fees for the services provided to the exhibitor shall be paid upon presentation of the charges, before removing any merchandise, goods, or installations from the Premises.

The cancellation of any requested service requires the payment of 25 percent of the corresponding fee.

**Art. 10. Cancellation by exhibitor**

Cancellation of participation by the exhibitor shall mean the loss of the prepaid amount.

If the cancellation occurs within the thirty days prior to the inauguration of the event, the exhibitor may be asked to pay the total amount of the contracted space, even if it can be subsequently contracted by another exhibitor. If the cancellation occurs at any time prior to the thirty days then the exhibitor shall only have to pay 50% of the total amount of the contracted space.

Moreover, in the event that, when taking possession of the contracted space, the exhibiting firm decides to occupy less surface area than that established in the application-contract, the firm shall be bound to pay for the totality of the space that was effectively contracted.

**Art. 11. Transfer of space. Group stands**

In no case may the exhibitor transfer to a third party part of or the totality of the rights over the space assigned nor may the space be occupied by several co-exhibitors, unless this has been previously authorised by the Institution in the case of group stands.

**Art. 12. Show catalogue**

The Institution may publish an Official Catalogue that will contain a list of all exhibitors, confirmed before the print deadline.

**Art. 13. Advertising in the catalogue**

The exhibitor may insert advertisements in the Catalogue in accordance with the specific rules of the Show indicated on the corresponding application form and at the price that is included in the price rates for each show.

**Art. 14. Exhibitor's Card**

In order to take part in the Show, all exhibitors must have an "exhibitor's card" that identifies them as exhibitors for the duration of Show. Exhibitors' cards shall be made out to the company.

To obtain this card exhibitors must have paid for the stand and services and/or handed over the corresponding proof of payment.

**Art. 15. Access**

Access for exhibitors and visitors to the Exhibition Centre premises and halls shall be through the doors that the Institution indicates and on the dates and at the times indicated for each show.

**Art. 16. Access for vehicles, loading and unloading of goods**

Access to the Exhibition Centre premises and to the inside of the halls shall be through the doors that the Institution indicates and on the dates and at the times indicated in each case. Access to interior of halls shall be only to unload material.

The exhibitor agrees to inform the companies that are hired to transport, load and unload goods of the provisions of these General Rules of Participation that may affect them due to the nature of the work they are to carry out on Exhibition Centre Premises.

**Art. 17. Opening and closing hours**

The opening and closing hours for each day of the Show shall be indicated by the Institution. The general public may not remain on the Premises outside the set hours.

Duly accredited exhibitor personnel are not included in said prohibition and may enter the Premises half an hour before its opening to the general public and may remain up to half an hour after its closing.

In exceptional cases, the Institution may extend these periods.

**Art. 18. Maximum sound level**

Noisy demonstrations that may disturb other Exhibitors are forbidden. The limits established by the Noise and Vibrations Protection Regulations and other applicable legislation in force shall be respected at all times.

If the authorised sound level is exceeded, causing disturbance to other exhibitors, the Institution, after checking this, will request the Exhibitor to reduce the volume to the authorised limits. In the event that the exhibitor refuses to do so or repeatedly infringes this norm, Zaragoza Exhibition Centre shall cut off the electricity supply to his stand and, if necessary, close the stand. In this case the exhibitor is not entitled to the return of any of the amounts paid nor has he any right to any type of compensation.

**Art. 19. Photographs and filming**

Authorisation by the Institution is required to photograph and film the premises. Nevertheless, the exhibitor may freely photograph and film the elements belonging exclusively to his own stand.

In any event, the Institution reserves the right to photograph, draw, or film the installations of the exhibited products in order to include them in its publications and pamphlets or any other written, audio-visual, or computer medium whereby it promotes or advertises its facilities or those of the shows that are held or may be held in said facilities.

Zaragoza Exhibition Centre may refuse permission to show films and slides at stands if these cause a disturbance to the rest of the exhibitors or visitors. This also applies to any spectacles or entertainment of any type, nature or characteristics, including those that take place inside the stand or whose purpose is to present products, unless prior permission has been obtained for them from the Institution.

#### **Art. 20. Promotional Material**

Advertising of any kind inside the Show shall refer solely to the goods exhibited or that appear in the exhibitor's own catalogue.

This publicity, in the form of distribution of brochures, catalogues referring to said articles or any other type, must only be carried out by exhibitors inside each stand and must adhere to normally accepted advertising usage. Any procedure involving unfair competition is forbidden.

Any advertising act to be carried out outside the stands will require the prior written authorisation of the Exhibition Centre management.

In no event may the exhibitor advertise any company that has not formalised its presence at the event.

It is strictly forbidden to carry out, within the space of the stand itself or outside of it, any activity, either directly or through third parties, which constitutes misleading advertising, propaganda or an intromission, or which shows disrespect or contempt for brands, logos or symbols which do not belong to the exhibitor, whatever the procedure used may be, such as handing out brochures or wearing fancy dress that ridicule third parties.

If any of these disconcerting activities were to occur, the Show organizers or Exhibition Management will seek responsibility and will immediately stop said forbidden activities and may even close the stand and, in any case, demand payment for the damage caused.

#### **Art. 21. Exhibition obligation**

The objects and products on display must remain in the Exhibitor's spaces for the days and hours during which the Show is staged.

Notwithstanding the aforementioned, the exhibitor may totally or partially sell the articles exhibited at the stand, respecting, in all cases, the provisions established by current legislation.

In the event that small products are sold, said products may be replaced immediately by others with identical characteristics. The products may be handed over to the buyer immediately and they will be replaced on the stand.

In those cases in which immediate replacement is not possible, the articles that have been sold may be removed at the end of the show, subject to written authorisation by the seller and an exit order by the Institution.

#### **Art. 22. Entry/Exit of goods and objects during the exhibition**

For the entry/exit of goods, objects and products of all types during the course of the Exhibition, Exhibitors must request a personalised authorisation from the Institution and abide by the times that are established.

#### **Art. 23. Exhibited goods**

Exhibitors presenting goods that are not related to the theme of the Exhibition shall forfeit their right to the contracted space. Only products related to the sectors covered by the Exhibition will be allowed on

stands. In the event of non-compliance with this obligation, the Exhibitor will be requested to immediately remove the products. If, within a period of four hours the Exhibitor has not removed said products, at the end of the day and without any further request, the stand will be closed down; the Exhibitor will have no right to the refund of the amounts paid nor to compensation of any type.

#### **Art. 24. Industrial property rights**

Exhibitors undertake not to exhibit, on their stands, any product or service that imitates those of third parties, nor those that may infringe exclusive industrial property rights, whether registered or not, or to carry out any other act that may be construed as unfair during the staging of the exhibition.

The exhibiting on stands of catalogues, information brochures or any other type of material for advertising diffusion that may in any way infringe current legislation or damage the rights of third parties is totally prohibited. Zaragoza Exhibition Centre is fully empowered carry out inspections within the installations for the purpose of checking, by means of its services, any non-compliance with regard to the aforementioned practices.

To this end, exhibitors must grant access to their stands to the authorised personnel appointed by the Exhibition Centre. In particular, exhibitors accept that their stand and products or services offered on the stand may be examined by said personnel. Exhibitors must allow access to their stand to the duly accredited person authorised by Zaragoza Exhibition Centre so that he may carry out a photographic or sight report.

Failure to comply with the regulations laid down by the Exhibition Centre to combat plagiarism, or breach of industrial property rights or any other unfair practice, may lead to exclusion from taking part in subsequent exhibitions and entitle Zaragoza Exhibition Centre to close down the stand, without exhibitors have any right to a refund of the amounts paid nor to any type of compensation whatsoever.

#### **Art. 25. Arbitration Clause to resolve disputes between exhibitors in relation to industrial property rights**

The exhibitor undertakes to accept that all litigation, disagreements, issues or claims between exhibitors in regard of industrial property rights relating to their participation in the Exhibition that is the subject matter of this contract, shall be submitted to and finally resolved by the administrative arbitration of Zaragoza Chamber of Commerce's Court of Arbitration and Mediation which, in accordance with its Regulations and Statutes, is entrusted with the administration of arbitration, and the appointment of the arbitrators.

Given the short duration of Exhibitions and, in order for the arbitration to be effective, claims should be presented at the start of the exhibition and, if possible, before the exhibition begins.

### **3. RATES AND FEES FOR SPACES AND SERVICES**

#### **Art. 26. Fee for use of space**

The fee for the use of spaces is shown on the Application Form, which specifies the price per square metre for each one of the covered halls and the uncovered areas of the Premises.

#### **Art. 27. Exhibitor rights**

The fee for the use of space covers exclusively the rental of the space, from the date indicated for the start of the stand assembly, for the duration of the Show, and until the completion of the period that is established for the stand disassembly.

**Art. 28. Service rates**

The service rates that the Institution provides for exhibitors, such as electricity, water, telephone, IT, access to Internet, and the rest of the services that can be contracted, will be invoiced by the Exhibition Centre at the rates currently in force.

If any of the Exhibition Centre's services are provided by the supply company directly to exhibitors, they will be obliged to sign the relevant documents and will be invoiced in accordance with currently valid rates.

The pursuit by the exhibitor of any act or activity within the grounds of the fair, whatsoever the means of playback, without exception, which includes copyrighted material per the Intellectual Property Law, shall require express permission from the Institution, in addition to needing to acquire the same permission from the 'Sociedad General de Autores y Editores' (the SGAE) prior to the commencement of the event. The exhibitor must inform the Institution in writing prior to the commencement of the event that the SGAE has authorised said playback, along with the terms and fees payable to the SGAE.

The exhibitor is responsible for said acts or activities and, as such, is the only body obliged to meet the rates or fees applicable to them, exempting the Institution of any liability arising from the same. The Institution may require of the exhibitor a deposit or surety for the cost of whatsoever rate or fees may need be paid to the SGAE, with the aforementioned being a requirement for the exhibitor to actively participate in the event. In the absence of payment by the exhibitor, and should the SGAE make a formal claim to the Institution for payment of the rate or fee to be met, the Institution may use the deposit or surety given by the exhibitor to disburse the monies owed to the SGAE by the exhibitor or, in the absence of a deposit or surety, may judicially or extra-judicially claim the monies paid to the SGAE and all expenses accrued therein.

**Art. 29. Contracting services**

The Exhibition Centre premises has a permanent network of electricity, telephone, water, drainage, and compressed air services.

All of the services supplied through conduits (telephone line, compressed air, water and drainage, etc.) are surface-distributed from the conduit to the point on the stand requested by the Exhibitor.

In order to make the necessary connections at the stands the exhibitor shall fill out the application questionnaires corresponding to the specific services available in the Hall or Exhibition Area.

To ensure that said services are taken to the correct positions drawings must be sent at least 15 days in advance of the official assembly period.

The Exhibitor, his contractors and/or subcontractors shall be responsible for any damage that may be caused due to modifications that may be made to the wiring installation or through its misuse.

**Art. 30. Insurance**

The exhibitor is bound to have insurance policies to cover any material damage to articles exhibited and liability. Both of these policies will be taken out by the Institution and charged to exhibitors, unless exhibitors formally provide proof beforehand that they have taken out policies for such purposes.

The Exhibitor shall not, under any circumstances, hold the Institution or its employees accountable for any loss or damages to the material or objects on the stand.

**Art. 31. Other services**

Any other services which the exhibitor hires and which have not been previously mentioned, such as, but not limited to: insurance polices, cleaning, mounting of stands, hostesses, surveillance and security, posters, catering services, etc., will be on the account of the exhibitor and hired from companies which regularly, provide the Exhibition Centre with said services. The exhibitor will apply to the Exhibition Centre

for these services and the Exhibition Centre will provide the details and conditions required to hire said services.

Any other hiring of services with third parties which the exhibitor wishes to carry out directly, must be approved and authorised by the Exhibition Centre to ensure that it has due control over the surveillance and security of the premises and to avoid any incompatibilities which may arise between the services already established by the Exhibition Centre and/or authorised for other exhibitors.

In all cases, the Exhibition Centre will establish the conditions, with the companies to be contracted and with the exhibitor, in which said authorisations may be granted.

## **4. SAFETY NORMS**

### **Art. 32. Prohibited activities**

All activities that may pose the risk of an accident on the Exhibition Premises are prohibited. In relation to both the objects on display and the elements used for assembling and decorating the stand, the Regulations on Occupational Risk Prevention applying to transport, assembly, handling, operation and dismantling must be complied with.

It is forbidden to deposit or exhibit dangerous, inflammable, explosive or unhealthy materials that give off unpleasant odours and that may bother other Exhibitors or visitors.

It is likewise prohibited to perform any activity that is bothersome, unhealthy, noxious, dangerous, or illegal.

It is prohibited to paint installations or to fit wall plugs, or cable chases of any type. Without the express, written authorisation of Zaragoza Exhibition Centre Management, no material shall be fixed or hung on any structural element. Paving may not be perforated nor shall carpets or any building element employing contact glue or similar adhesives be allowed. Such materials may be attached using double-sided adhesive tape, or by using wooden flooring or a separate flooring system.

It is forbidden to move around with any type of vehicle once the Show is inaugurated.

In accordance with the current legislation, the presence of live animals on stands is prohibited unless expressly authorised by the Specific Show Regulations.

All costs of repair of any damage caused by the Exhibitor and/or his decorator shall be for the account of said Exhibitor.

It is forbidden to project any image or light beam outside the space assigned.

It is strictly forbidden to exhibit any products that may pose a danger to visitors, other exhibitors, suppliers, Zaragoza Exhibition Centre staff or to the installation. Exhibiting machines in operation is allowed if this does not pose a danger to persons and installations. The exhibitors, who are the titleholders of the stand, are the only ones accountable for any type of liability that may arise in this respect. They must therefore install on said machines the necessary protective devices, adopting the safety measures required by the regulations and provisions in force at that time.

Furthermore, exhibitors who have machines or equipment in operation are bound to take out a civil liability insurance policy to cover any possible damage that said machines or equipment may cause.

Zaragoza Exhibition Centre reserves the right to inspect, at any time, by means of its services, all installations and may make any observations to exhibitors that it deems opportune. Such observations must be observed immediately and without right of appeal.

At any time Zaragoza Exhibition Centre may require exhibitors to withdraw members of staff from their stand whose conduct merits this measure.

**Art. 33. Surveillance of Exhibition Premises**

The Institution shall be responsible for general surveillance of the Exhibition premises either by means of its own personnel or the personnel of a specialised company. In no case does this security cover the private belongings of each Exhibitor.

The Institution is not liable for the robbery or theft of the materials and objects deposited on each stand, nor for the damages that objects, samples, personal belongings, assembly and/or exhibition materials may suffer before, during or after the staging of the Show, nor for the damages that may be caused to vehicles or for belongings missing from said vehicles when parked in the areas assigned for this purpose.

If the Exhibitor wishes to have a specific surveillance service for his stand, this must be contracted through the Exhibition Centre, indicating the persons required for the service so that the Institution may issue, if relevant, the corresponding authorisation for said service, its cost being for the account of the exhibitor.

If the Exhibitor wishes to contract this service with a different company, the Management must receive, sufficient time in advance, the full details of said company and the persons who shall carry out the service, issuing if relevant, authorisation for this service to be carried out.

**Art. 34. Blocking of aisles. Packaging**

For safety purposes during stand assembly and dismantling periods, all material should remain within the boundaries of the stand, leaving aisles and other common zones totally free. The cleaning services are authorised to remove any material placed in these areas, and Exhibitors shall not be entitled to claim for damages.

During the Show itself, Exhibitors must leave said spaces totally free.

**Art. 35. Accesses to safety equipment**

The location and access to all fire-fighting materials and equipment: hoses, fire hydrants, extinguishers, alarms, emergency exits, etc. must be respected even if they are located within the contracted exhibition space.

Furthermore it is forbidden to totally or partially block access to emergency exits and to service areas.

**Art. 36. Fire prevention, Public order and Emergency and Evacuation Situations**

**Fire Prevention:** The material used for the different constructions (stands, marquees, etc.) must comply with current regulations. Amongst the sections of said regulations that are applicable, special mention must be made to the fire resistance rating of materials such as those used to cover floors (M.3) and in the construction of walls and ceilings (M.2). Decorative elements must also have the same characteristics as construction materials and may not include materials or products that are easily combustible such as straw, wood shavings, paper shavings, sawdust, peat, etc. Furthermore, in order to carry out work, demonstrations or decorations that involve the use of naked flames, Exhibitors must ask Zaragoza Exhibition Centre management for permission. Compliance with regulations may be checked by the competent official bodies or by the Exhibition Centre staff.

**Public Order:** Exhibitors, their contractors and/or subcontractors and their personnel are obliged to comply with current legislation in relation to the maintenance of law and order.

**Emergency situations and evacuation:** Exhibitors, their contractors and/or subcontractors are bound to comply with the self-protection plan that they will be given in due course, by way of the business activities co-ordination procedure.

## **5. STAND DECORATION AND CONSTRUCTION**

### **Art. 37. Name or business name**

The name or business name that appears on the stand should be the same as that appearing on the participation application, except in exceptional cases, expressly authorised by the Institution.

### **Art. 38. Stand dimensions**

The stand dimensions shall be those that appear on the participation application form presented by the exhibitor or, otherwise, those proposed by the Institution and accepted by the Exhibitor.

The dimensions contracted may not, under any circumstances, be altered.

### **Art. 39. Occupation of space**

The space contracted will be made available to exhibitors on the first day of assembly designated by the Show, at which time assembly of the stand may begin. The stand should be totally assembled 24 hours before the inauguration of the Show.

Dismantling of stands may not begin before the dates and times indicated by the Show.

### **Art. 40. Assembly fee**

Before starting to assemble the stand, the corresponding assembly fee, according to the rates that are shown in the Service File, shall be made at the Exhibition Centre Administration Offices.

Companies that opt to freely decorate their stand should send Management the decoration Project (ground plan, elevation with dimensions) for approval at least one month prior to the inauguration of the Show. In these cases the Exhibitor is joint and severally liable for any damages that may be caused to Zaragoza Exhibition Centre premises by the decorator or other subcontracted companies.

The exhibitors will accept all possible costs of lighting, surveillance, etc. that may arise as a direct consequence of assembling and dismantling their installations (not the general ones in relation to the Exhibition premises).

### **Art. 41. General matters**

The Institution, in order to facilitate the operations of assembling and disassembling the stands, as well as to better conserve the installations at the Exhibition premises, may dictate, generally or specifically, the rules that it considers appropriate for stand decoration and construction.

### **Art. 42. Two-level stands**

The Institution may authorise the assembly of stands with a second level in certain areas of the Exhibition premises, in accordance with the Rules for stand decoration and construction and the project to be presented by the technician in charge and approved by the corresponding Official College.

For invoicing purposes, the price of the second level shall be that which is indicated when authorisation is issued and which, in no case, shall exceed the price of the surface area on which it is located.

### **Art. 43. Removal of assembly materials**

In application of current legislation on urban waste, exhibitors are bound, jointly with their contractors, to remove, at the end of the Exhibition, all waste directly deriving from their activity or that of their contractors, including assembly materials, decorative materials, plastics, packaging, paints, etc.

Consequently, all exhibitors and companies contracted and/or subcontracted to assemble and/or dismantle stands are obliged to assemble, dismantle and remove the materials used for assembly in the time periods established for this.

When the established time period for the dismantling of the stand has elapsed, all materials that still remain in the hall will be withdrawn by Zaragoza Exhibition Centre. Exhibitors shall lose all rights to claim for losses and damages of these materials and shall be responsible for paying the costs relating to their removal, which will be charged by Zaragoza Exhibition Centre.

#### **Art. 44. Removal of goods at the end of the Exhibition**

To proceed to remove goods it is necessary to present, at the exit from the Show premises, the exit note provided by the Institution. Goods exit notes shall not be provided until total payment has been made of the invoices relating to the Exhibitor's participation in the Show and payment has been made of all of the services provided to the Exhibitor by the Show. Goods shall be retained as a guarantee of said payments, notwithstanding any claims that may be presented.

## **6. LEGAL AND CONTRACTUAL MASTERS**

#### **Art. 45. Exemption from liability**

The Institution may not be held liable for any loss of materials or objects deposited at each stand due to any theft, robbery, or damages that may occur before, during, or after the Show.

It may likewise not be held liable for any possible bodily injury caused as a result of the holding of the Show, nor for the safety or solidity of the stands and their fixed or moving parts.

#### **Art. 46. Claims**

Any anomalies observed and any eventual claims made in relation to these must be presented in writing and addressed to the Management, also accrediting status as an Exhibitor.

#### **Art. 47. Statistical information**

All exhibitors shall provide the Institution with the data necessary for establishing the opportune statistics.

#### **Art. 48. Personnel under the responsibility of the employee**

At no time will any direct or subsidiary labour relation exist between Zaragoza Exhibition Centre and the personnel that either the Exhibitor or the companies involved in the assembly and/or dismantling of his stand as contractors and/or subcontractors, take to the Exhibition Centre premises to perform any of the activities included in their contracts.

Both the exhibitor and the companies that take part in the assembly and disassembly of the stands, or any other company contracted by the exhibitor, which may perform its activity within the Exhibition premises, shall be up-to-date with the payment of social security, taxes, and any other labour and tax obligations established in current legislation, as well as complying with provisions regarding accident prevention. Zaragoza Exhibition Centre is entitled to ask for documentary proof that Exhibitors and companies are up to date with said obligations and the Institution shall not accept any liability in the event of any claim or incident in relation to this; furthermore Exhibitors and companies must have coverage for any civil liability that may derive from their actions.

#### **Art. 49. Exhibitor duties**

Without prejudice to any other duty considered in these Rules, exhibitors are bound to comply with the following:

- To keep stands clean.

- To have stands ready at the Show opening time.
- To leave the space in the same state in which it was received.

#### **Art. 50. Changes in dates, cancellation or suspension**

If, for reasons attributable to the Institution, the Show is cancelled, the exhibitors shall have the right to a refund of the amounts paid up to that time, without any right whatsoever to compensation.

The temporary or definitive and total or partial cancellation or suspension of the Show due to unforeseeable circumstances or force majeure, shall not be considered as causes attributable to the Institution. Such causes, in addition to the usual definitions, include others originating from third parties, such as strikes, cuts in the supply of water and electricity and other causes of similar magnitude. It shall likewise be considered force majeure when the wind speeds is such that the suspension of the Show is advisable to ensure the safety of persons and objects.

In the case of force majeure, the dates of each show may be changed or they may be cancelled, in which case the Institution denies all liability, and it is bound only and exclusively to refund the amounts received for the rental of the surface area or the stand. Moreover, it may withhold from the exhibitors up to 25% of the price paid for the stand to offset general organising costs. In the event that the suspension occurs once the Show has already started, the amount paid in shall not be refunded.

#### **Art. 51. Protection of personal data**

In compliance with the Law on the Protection of Personal Data LOPD 15/1999 and the LSSICE 34/2002, and additional provisions, exhibitors are expressly informed that their data, including their email address, shall be incorporated into an automated file belonging to Zaragoza Exhibition Centre. On sending their data, the parties in question expressly authorise the use of the same for carrying out period communications, including those made via electronic mail which Zaragoza Exhibition Centre will use to provide information on shows (activities, products and services) that it undertakes itself or through companies that cooperate with Zaragoza Exhibition Centre. Likewise the parties are informed that their data may be communicated, with the obligation to confidentiality, to the companies which cooperate with Zaragoza Exhibition Centre, exclusively for operational and management purposes deriving from a contractual relationship, including data on background, content and development. The signing of the application form to participate in any show to be held at Zaragoza Exhibition Centre is equivalent to exhibitors expressly consenting to the communication of their data to third parties as well as to receiving commercial communications via electronic mail.

The Institution informs you of your right to access, rectification, opposition and cancellation of these data by means of a letter addressed to Feria de Zaragoza, Autovía A-2, Km. 311, ZARAGOZA 50012.

## **7. FINAL PROVISIONS**

#### **Art. 52. Submission to rules of participation**

All exhibitors, by the mere fact of registering, acknowledge and accept the present General Rules of Participation which are compulsory both for exhibitors at the Shows that are held at Zaragoza Exhibition Centre and for the companies that the exhibitors contract or subcontract and for any co-operating company, which, as a result of the staging of the Show, carry out works or provide services on behalf of the exhibitor. Consequently, the exhibitor undertakes to pass on these General Rules of Participation to said contracted, subcontracted or co-operating companies in so far as the work commissioned by the exhibitor to be carried out on Zaragoza Exhibition Centre premises may affect them.

Non-compliance with said rules may result in disqualification to enter into contracts with Zaragoza Exhibition Centre or to take part in any Show that it organises or that is staged on its premises.

**Art. 53. V.A.T.**

All invoices issued by the Institution to exhibitors shall have the corresponding current percentage of Value Added Tax added to them.

**Art. 54. Legal norms**

For all issues not covered by these rules, the relevant regulatory provisions of the activity, which is the subject matter of these rules shall be applicable as well as the provisions of the Commercial and Civil Codes.

**Art. 55. Jurisdiction**

For all matters arising in relation to the non-fulfilment and to the interpretation of the present Rules, as well as any incidents that may derive from the convening or staging of the Show, the parties, with express waiver of any other jurisdiction to which they may be entitled, agree to submit themselves to the jurisdiction of the Courts and Tribunals of Zaragoza.

## ANNEX TO THE GENERAL CONDITIONS FOR PARTICIPATION AT THE 'FERIA DE ZARAGOZA'

### CHAPTER 2. – General Conditions for Participation

“Should a sound system be installed at the stand, following a prior written request with a technical description of the equipment needing to be installed, then it must comply with the contents of the “Protection against noise and vibrations Ordinance” from Zaragoza Council, in particular the details in article 34 “Specific conditions for musical activities in non-residential buildings” in said Ordinance.

The ‘Feria de Zaragoza’ may require all documents it deems necessary to check compliance with the aforementioned legislation.”

This text is included, in full effect, with that stipulated in Section 2.14 Sound Level in the current Regulations for the ‘Feria de Zaragoza’.

Art. 34 of the Zaragoza Council Ordinance on the Protection against Noise and Vibrations:

#### **Art. 34: Specific conditions for musical activities in non-residential buildings.**

1. Activities which include a sound system or in which musical activities occur, within which sounds at over 90 dB(A) are produced – measured at a distance of 3 metres from the maximum output – may take place in free-standing buildings or in commercial and/or services buildings, subject to the following conditions:
  1. Free-standing buildings used purely for said activity: minimum soundproofing against airborne noise (level difference D) from 55 dB (with D125 minimum of 49 dB) from the outside or the façade.
  2. Commercial and/or services buildings: minimum soundproofing against airborne noise (level difference D) from 65 dB, with regard to adjacent premises (with D125 minimum of 59 dB) and 40 dB adjacent to the outside or façade (with D125 minimum 34 dB).
  3. The following warning needs to be installed at the entrance(s) to the premises and be clearly visible in terms of both size and illumination: “Sound levels inside may damage your hearing”.
2. Any activity not included within paragraph 1 of the present article must meet the conditions in article 32 of the present Ordinance.
3. The remaining conditions established will be equally applicable to this type of premises.
4. Compliance with the conditions established in the present article does not preclude the obligation of adapting to the limits set in Title III.

The materials used for the acoustic insulation must have the fire performance stipulated in the Basic Building Code FSR, article 16.

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