

# General Terms and Conditions Act / Team & Expo Area

## Mercedes-Benz UCI Mountain Bike World Cup Downhill June 7th to 9th, 2019 | Leogang, Austria

### Technical area

This area is subject to strict rules. Thank you for considering and respecting the principles mentioned below.

Within the technical area, UCI MTB Teams are allowed to: a) Exhibit and sell their team clothing b) Exhibit their equipment (bike, shoes, ...) c) Within the technical area, UCI MTB Teams are not allowed to sell their equipment.

### Expo area

Sale of goods - other than team jerseys - is allowed only within the Expo area and requires a specific authorization from Organiser.

1. The area booked is the maximum space that can be used. All stands will be marked and measured by the organisers.
2. Exhibitors must check in with the organisers upon arrival. The organisers will direct exhibitors to the relevant stand location.
3. No cars can be parked within the designated Expo and Tech Areas, except the car is a part of the Expo-Stand.
4. Access to the site is by arrangement with the organisers.
5. No exhibitors and Tech-Supporter may leave the site until after the prize giving on Sunday.
6. Daily rubbish collection service provided for free. Please leave the site as you found it. All rubbish must be placed in the appropriate skip. Otherwise a cleaning fee of € 100 has to be paid.

### General Rules of Expo

**4.1 Regulations** In addition to these rules and regulations the Exhibitor must comply with the requirements of all relevant Authorities. Once the Organiser receives and approves the completed Booking Form, the Exhibitor shall be bound to take the stand allocated, to occupy it at all times when the Event is open to visitors and to pay all charges in respect of the stand and otherwise to comply with all the Exhibitor's obligations.

**4.2 Amendments, application and interpretation of rules and regulations** a) The Organisers reserve to themselves the right to add to, alter or expunge any of the Rules and Regulations at any time. b) In the event of any dispute as to the Interpretation of these Rules and Regulations as a result of their translation into a foreign language, the German version shall be taken as authentic. c) Each Exhibitor is bound in all respects by these Rules and Regulations. d) Each Exhibitor must bring to the notice of all agents or contractors employed by him such of the provisions of these Rules and Regulations as may affect such agents or contractors, and any claim arising from the failure of the Exhibitor to give such notice shall be the sole responsibility of the Exhibitor concerned. e) Questions that may arise between the Organisers and Exhibitors in regard to the true interpretation or meaning of these Rules or the implementation thereof and all questions and disputes not provided for by these Rules and Regulations shall be settled or determined by the Organisers in conjunction with the Exhibition Committee whose decision in relation thereto shall be final. f) All verbal agreements, individual and special arrangements must be confirmed in writing.

**4.3 Serving of notice** Any notice on any person under these regulations shall be given in writing. Such notice shall be deemed to have been properly served if (a) handed to him personally or to any person who is apparently his employee or representative, or (b) left at his last known address, or (c) sent to his last known address by registered letter or telegram in such case notice shall conclusively be deemed to have been served at the time when such registered letter or telegram would normally be delivered or (d) affixed to his stand.

**4.4 Application for space** The Organisers reserve the right to refuse any application without reason given. After receipt of the Booking Form, each Exhibitor will be allocated stand space and will subsequently receive invoices for the cost of stand space, as per the payment schedule.

**4.5 Contract** No stand will be reserved or treated as allocated and no contract shall exist until the Exhibitor has returned the completed Booking Form and has received written approval. The contract constitutes a licence to exhibit and not a tenancy. The Organiser reserves the right to make any alterations to the site layout deemed to be necessary in the best interest of the event village as a whole and to alter the shape, size or position of the space allocated to the Exhibitor.

**4.6 Payment of stand charges** The charges payable by the Exhibitor are set out in the Booking Form and must be received by the Organiser as listed on page one.

**4.7 VAT** Value Added Tax is included in any of the charges shown on the Booking Form.

**4.8 Non-Payment** If payments are not received by the due date, the Organiser may exclude the Exhibitor from the Event Village, terminate the Contract or, (without prejudice to any other rights or remedies of the Organiser) charge the Exhibitor interest at the rate of 4% over the base rate from time to time of "Österreichische Nationalbank" on any charges not paid by the due dates for payment thereof from such date until the same are paid.

**4.9 Cancellation or withdrawal** Cancellation or withdrawal of the Exhibitor is only permitted if effected by notice in writing, provided that the following percentages of the costs shall be payable, depending on the date of receipt of such cancellation notice. Date is listed on page one. To extent that such amounts have not been paid, the balance shall be immediately due and payable and if more than the above amounts have been paid, the Organiser shall refund the balance following the receipt of such cancellation notice.

**4.10 Bankruptcy or liquidation** Should an Exhibitor, being an individual or firm, become bankrupt, having a Receiving Order made against him or them or make any arrangements with his or their creditors or, being a limited liability company, go into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) or have a Receiver appointed, the contract with such Exhibitor shall terminate forth with save that all rental paid shall be forfeited and balance of the whole of the space rental payable under the Contract shall become due and payable forthwith and such termination shall be without prejudice to any claim of the Company against the Exhibitor in respect of any antecedent breach.

**4.11 Termination of licence** a) If at any time for any reason whatsoever an Exhibitor terminates his licence to exhibit granted to him by the Organisers, the Exhibitor shall not be entitled to any refund of charges or monies paid for the stand. b) In every case where, under these regulations, the Organisers terminate the licence of any Exhibitor. I) The Exhibitor shall indemnify the Organisers against all claims that may be made against them by any person arising out the exercise by them of their powers under this regulation. II) The Organisers shall not incur any liability to the exhibitor by reason of terminating his licence or of the exercise by them of their powers under this regulation nor shall they be liable to him for any loss or damage to any goods including stand-fitting howsoever caused. III) The Exhibitor shall not be entitled to any refund of charges or monies paid for stand throughout the period of the show.

**4.12 Breach of regulations etc.** In the event of any Exhibitor committing a breach of any on these regulations or failing to observe any requirements of the Organisers within the time stipulated by the Organisers at their absolute discretion, or if no time is stipulated than forthwith, or if the Organisers being of the opinion that this conduct or proposed conduct is or may be undesirable in the interest of the Exhibition or that his business is being or may be conducted in such a manner that there is a risk of persons who may do business with him being dissatisfied or of discredit being brought upon the Exhibition, the Organisers shall be entitled by notice to the Exhibitor to terminate the Exhibitor's licence. Powers conferred on the Organisers by any other regulation shall be in addition to and not in substitution for the powers conferred on them by this regulation.

**4.13 Indemnity by exhibitors** The Exhibitor indemnifies the Organisers against all actions, expenses, costs, charges or claims for which the Organisers or any of their contractors may become liable in consequences of damage or injury to any person or property occasions by or arising out of the act, default or negligence of the Exhibitor, his representatives, servants or work men, or any other person or persons under his direction or any independent contractor engaged by him.

**4.14 Organisers' liability** The Organisers shall be excused performance of any obligation if they are prevented or materially hindered from carrying out that obligation by reason of any unavoidable cause whatsoever and in such cases the Organisers shall be under no liability. The Organisers shall be entitled to exercise all or part of the rights, powers or discretions conferred upon them by these Regulations without assigning any reason and (unless otherwise provided) at their absolute discretion. In no circumstances shall the exercise by the Organisers of any of these rights, power or discretions give rise to any claim whatsoever against them. In no circumstances will the Organisers accept, sign or otherwise assume responsibility for any goods or other material on behalf of an Exhibitor for any removal of any goods or materials.

**4.15 Abandonment of show etc.** Should all or any part of the event village site not be fully available for the exhibition or should fire, flood, war, strike or other labour trouble, terrorist act or threat of such, force majeure, or act of God or any other occurrence or circumstance what so ever render it, in the opinion of the Organisers, advisable to postpone, interrupt or prematurely conclude it in whole or part, or to hold it on a reduced scale. The Organisers may terminate the contract at any time on giving the exhibition notice in writing to that effect and in such a case the Organisers shall be under no liability to the Exhibitor nor shall the Exhibitor be entitled to any refund of charges of monies paid for the stand.

**4.16 Risk and Insurance** a) Each Exhibitor exhibits entirely at his own risk. The Exhibitor is responsible for all claims arising from personal injury or damage to property arising in connection with the erection and dismantling of the Exhibitor's stand and anything permitted, omitted or done thereon or there from during the period of the Exhibition or the construction and dismantling periods caused directly or indirectly by the Exhibitor or any contractor, sub-contractor, servant, agent, licensee or invitee of his or the act, omission or neglect of any such person or by an exhibit, machinery or other article or thing of the Exhibitor or in the possession or use of the Exhibitor or any servant or agent of his. The Exhibitor will indemnify the Organisers in respect of each and every such claim and all actions, proceedings, costs, claims and demands in respect thereof. The Exhibitor must take out adequate insurances in respect of all such claims. b) The Organisers will take such precautions as they may consider advisable for the proper running of the Exhibition, but will not at any time be responsible for the loss of, or damage to, or safety of any exhibit, empty cases, tools or other property of an Exhibitor or any other person under any circumstances what so ever. c) All Exhibitors are expected to affect their own insurance against all relevant risks. In any event, the Exhibitor must also hold a Public Liability policy of insurance to cover negligence for an indemnity of at least € 500.000. The policies of insurance have to be shown to the Organisers on demand. d) In the event of any person sustaining loss, injury or damage, implement or article belonging to an Exhibitor the said Exhibitor shall free and relieve the Organisers of all claims, actions or suits made to expenses incurred in connection therewith. e) The Exhibitors hereby agree to free the Organisers of all responsibility for loss or damage arising directly or indirectly through any Act of God, War, Strikes, Lock-Outs, Trade Disputes, Fire, Flood, Drought or from Riots or similar commotions within or without the building, or any other cause beyond the Organisers control or owing to the inability to procure material or articles except at enhanced prices due to any of the foregoing causes. f) The Exhibitor shall do nothing to jeopardise the current insurance policies of Nevis Range and Forest Enterprise and shall in all cases comply with any requirements of the Fire Officer or other authorities concerned.

**Conduct in the Event Village - 4.20 Conduct of exhibitors** Every Exhibitor shall ensure that his stand is open to view and staffed by competent representatives during the Exhibition hours. Every Exhibitor and all person for whom he may be considered responsible in any way whatsoever, must Conduct himself in such a manner as shall not be objectionable to any other Exhibitor, Exhibitor's employee, visitor or the Organisers, and shall not create any disturbance or obstruction. Any person who does not comply with these regulations shall be liable, at the discretion of the Organisers, to be removed from the Event Village and refused re-admission during the period of the Event.

**4.21 Right of entry** The Organisers are entitled to refuse admission or remove from the Event any person whatsoever without incurring any liability whatsoever in any way.

**4.22 Complaints** All complaints shall be made to the Organisers in writing immediately upon receipt of stand, but no later than the last day or erection, so that the Organisers can eliminate any faults. Subsequent complaints cannot be considered and are not grounds for claims against the Organisers.

**4.23 Advertising** No Exhibitor or Sponsor will be permitted to place advertising space in any area other than the booked stand area without the approval of the Organisers.

**4.24 Safety** Exhibitors will be required to remove from stands any objects the Organisers may consider dangerous or unsuitable.

**4.25 Injury by machinery or exhibit to visitors or employees etc.** In case of injury or damage being caused or occasioned by any exhibit structure or fitting, to any person or persons whatsoever, or to any property or any part of the Event Village, the Exhibitor by whom or for whom the exhibit, structure or fitting was brought onto the site, indemnifies the Organisers against all actions, expenses costs or claims arising out of such injury or damage.

**Exhibiting - 4.30 Stand occupations** If an Exhibitor has not occupied space allotted to him before the event, all such claims to such space will be forfeited together with any payments made or accrued due in respect thereof. Exhibitors may not sub-lease or divide stands without permission from the Organisers. All sub-leases shall be bound by these rules and regulations and sub lessees shall be equally responsible for their conduct.

**4.31 Delivery of exhibits** Exhibits should not be sent to the site until the Exhibitor is informed by his contractor that the stand is ready to receive them. Exhibitors should arrange for a representative to be on the stand to receive goods, since the Organisers are unable to accept delivery on behalf of Exhibitors. All packages should be clearly labelled with the Exhibitors name.

**4.32 Removal of exhibits** The removal of personal property and portable exhibits may commence on the final race day. All Exhibits, Exhibitor's property, stand and electrical fittings must be removed from the site by not later than on the final race day. Exhibitors who fail to remove material by this time will be subject to a penalty fee.

**Stand design and construction - 4.40 The Stand** It will be the full responsibility of the Exhibitor in relation to layout, decoration, fittings and lighting.

**4.41 Completion of stands**

All stands must be completed before the event. The stand must be staffed and all exhibits must remain on display during the hours the Exhibition is open to spectators