

# CONDITIONS OF PARTICIPATION

- 1. Name of the Event**                      **21th BEAUTY FORUM HUNGARY2012**
- 2. Site**    **SYMA Event Hall**  
**H-1146 Budapest, Dózsa György út. 1.**
- 3. Short Description of the Event**            A 2-day professional exhibition and trade fair in the main areas of the beauty industry, and professional programs.
- 4. Organizer**                                      Health and Beauty Business Media Kft.  
H-1015 Budapest, Hattyú str. 14.  
Telephone: +36 1 457-0067, Fax: +36 1 201-3248  
(hereinafter "Organizer")
- 5. Partner in Cooperation**                      SYMA + SD Kft. exhibition constructor  
H-1143 Budapest, Dózsa György út 1.  
Telephone: +36 1 460-1100, Fax: +36 1 460-1160
- 6. Term of the Event and Opening Hours:**                      Exhibition Construction Period: 19-20th April, 2012  
**Operation: 21-22th April, 2012**  
Opening hours: 9:30 a.m. to 6:00 p.m.  
**Exhibition Dismantling Period:**  
**To pack up the exhibited products**  
**(Attention! Dismantling of the stand installation is not allowed in this period):**  
6:00 p.m.- 7:00 p.m. 22<sup>th</sup> April, 2012  
**Dismantling of the electricity and the stand installation:**  
7:00 p.m. – 10:00 p.m. 22<sup>th</sup> April, 2012  
7:00 a.m. – 15:00 a.m 23<sup>th</sup> April, 2012
- 7. Product Groups**                                      Products and services under the following categories of goods are allowed to take part:  
- Cosmetic products and services  
- Hairstyling products and services  
- Spa products and services  
- Nail care products and services  
- Other products of the beauty industry  
The product group to be put on display needs to be indicated on the registration form. The products to be put on display must have the quality attestations required in Hungary.
- 8. Participation Fee**                                      The participation fee consists of the space rental fee, the fee of services ordered by you and the cost of stand construction if you order it from us. The participation fee and all other costs to be paid are net prices, do not include the VAT valid during the event.
- 9. Terms of Payment**                                      The space rental fee shall be invoiced to the exhibitors in two installments: the first partial invoice containing the 50 % of the ordered space will be sent out after the registration form is submitted, while the second after a final earmarking of the area. The participation fee invoiced by Organizer becomes immediately due in its

entirety. Exhibitors must pay every issued invoices before the exhibition. Exhibitors may submit a complaint (exclusively in writing) within 8 days from the receipt of an invoice. Organizer is bound to reserve the area only if the applicant has no other debts towards it, and the full participation fee together with joint costs are settled in due time as stipulated on the invoice. Should the participation fee not be paid in due time as stipulated on the invoice, then Organizer will become entitled to lease out the area to the next company on the waiting list. (Even if the person paying the invoice is a third party, it will be in all cases the registered applicant responsible for the payment.)

Please indicate the following account no. and data when you transfer your payments:

Beauty Forum Hungary 2012

KHB 10402142-49505555-50561032

Sort code: 10402142

Swif code. OKHBHUHB

IBAN: HU77 10402142-49505555-50561032

Health and Beauty Business Media Kft.

H-1015 Budapest, Hattyú str. 14.

In case of a late payment, a double of the current basic interest rate of the central bank will be charged. Should an exhibitor not observe the deadline of payment (or not pay the total space rental fee), Organizer may withdraw from leasing the authorized area and may rule alternately about its usage.

In case payables are not settled, Organizer will have the right to retain exhibitor's equipment and goods kept at the latter's stand.

Should payment not be settled within the term stipulated, then Organizer may sell the retained goods in the free market upon sending a written notice. Organizer will be responsible for any damages and/or losses of the retained goods only if caused by its willfulness or serious negligence.

## **10. Registration**

Registration is acceptable only if submitted in writing on an official form. Registration will be valid only if the applicant accepts the conditions of registration and signs the registration form officially as a company. Please send your registration to the following address:

Health and Beauty Business Media Kft.

H-1015 Budapest, Hattyú str. 14.

Fax: 00-36-1-201-3248, 00-36-1-457-0067/ ext. 18

Telephone: 00-36-1-457-0067/ extension 16

The product groups to be put on display shall be indicated on the registration form. Special demands regarding how stands are located, though taken into account as much as possible, shall not form a condition to participation. Competitors cannot be excluded.

The registration form shall count as a contract that will become mutually binding as soon as confirmed by Organizer. For applications received after the deadline Organizer shall have no responsibility to perform.

## **11. Allocation of Stands**

Exhibitors will be manufacturers, traders, or professional contractors. Basically only exhibitors whose registered products and services suit the event's range of offer shall be authorized to take part.

No legal demand can be put forward to have participation authorized. Exhibitors, who do not settle their financial obligations to Organizer or breach any legal requirement, shall be excluded from participation. Exhibitors will receive a written notice permitting the display of their goods. Such permits will be valid only for the exhibitors named therein.

Stands shall be located with consideration to the demands indicated on the registration forms. Written complaints will be accepted within 8 days from receiving the confirmation.

The exhibition contract between the organizing Health and Beauty Business Media Kft. and any exhibitor shall be deemed executed after a confirmation of participation is sent.

Organizer will be entitled to withdraw any confirmation of participation if such confirmation is issued based on false conditions or data, or if the conditions of such confirmation cease to exist.

Should a confirmed area not be available for reasons other than Organizer's fault, the exhibitor affected may claim back the participation fee but not press a damage claim.

Should the circumstances make it absolutely necessary, Organizers may relocate a stand or slightly alter its size after detailing the reasons and taking the exhibitor's needs into consideration. Organizer retains the right to relocate the whole fair, plus the hall entrances and exits, and also the trespasses.

## **12. Exhibitors and Joint Stands**

It is forbidden to transfer to a third party a stand confirmed for any benefit or payment or for free of charge without Organizers' written consent. It is not allowed to publicize at stands firms or their goods not named in the application form. Lessees of stands must apply to Organizer for co-exhibitors' participation. The same conditions will apply to co-exhibitors as to main exhibitors. Co-exhibitors shall pay co-exhibition fees to Organizer. However, the main exhibitor will remain in debt for co-exhibitor's fee. Should a co-exhibitor become registered without Organizer's consent, then Organizer shall be entitled to immediately give them notice and empty the stand at their cost. The main exhibitor may not claim any damage. Any exhibitor that exhibits or appears jointly with a main exhibitor is regarded as a co-exhibitor. Also exhibitors that are in close economic or organizational relationship with a main exhibitor qualify as a co-exhibitor.

Represented manufacturers whose equipment, machines and other products are required to put an exhibitor's offer on display do not count as co-exhibitors.

Based on the terms of participation, co-exhibitors may be listed in the catalogue by their full names if they pay

fees and put the necessary data available. Organizer may also authorize big joint stands if they professionally fit into the exhibition. The requirements listed below apply to all the exhibitors.

Should two or more firms receive one stand to share, then all firms will be jointly responsible to Organizer.

Firms jointly exhibiting shall name a joint representative on the registration form.

### **13. Withdrawal and Cancel of Participation**

The registration form signed is deemed to be a contract.

Withdrawal from participation is allowed until 8 days after the confirmation of participation. After 8th February 2012 withdrawal is allowed only after paying a penalty, or reimbursing the costs risen in connection with the order as attested to by Organizer.

Amount of penalty after 8th April 2012:

- 50 percent of the space rental fee if Organizer can re-lease the area

- 100 percent of the space rental fee if Organizer cannot re-lease the area

- in case of withdrawal of participation after 29<sup>th</sup> February 2012, exhibitors will be obliged to pay 100 percent of the space rental fee

In order to maintain a proper scenery, the fair organizing company may relocate the areas not used, this, however, will not exempt exhibitors from their obligations to pay.

In case a main exhibitor withdraws from participation, this will lead to the exclusion of its co-exhibitors or other manufacturers represented at the given stand, and the cancellation of their exhibition participation.

Should a non-bankruptcy enforcement, a procedure of agreement, or a bankruptcy procedure pressed against an exhibitor or a co-exhibitor for their assets, or in lack of such assets, be such a procedure rejected, then Organizer will have the right to terminate the contract without delay.

Exhibitor shall inform Organizer immediately in all cases about the initiation of such procedures.

The contents herein shall apply to payment obligations.

### **14. Goods on Display**

Only the goods or services listed on the application form according to the thematic of the exhibition are allowed to be put on display or offer. Products which are not adequate to the thematic may be removed by Organizer at the exhibitor's costs. Everything else will be governed by legal regulations.

### **15. Exhibitors' Pass**

Exhibitors' pass will be given exclusively to exhibitors, their employees or assigns. In case of any misuse, the pass will be called in. New passes can be ordered on a specified form.

Exhibitors' passes are issued free of charge in proportion to the stand sizes leased as follows:

<b>square meters</b>	<b>No. of passes</b>
4-6 sq.m	4

7-12 sq.m	6
13-24 sq.m	10
25-36 sq.m	14
37-55 sq.m	16
56 sq.m	20

Any extra exhibitors' pass will be available for a price of HUF 1,300 plus VAT.

## **16. Newsletter**

A newsletter will be published and sent out to by Organizer, registered to names, to 30,000 addresses. Exhibitors' company names will be published in the newsletter's preliminary list of exhibitors free of charge. Exhibitors will be informed by Organizer or its assign of publishing this newsletter and any advertising options in time and in details.

No indemnification is possible if the data submitted are faulty, not full or omitted. Those providing the data shall be responsible for the contents of the newsletter or any resulting damages.

## **17. Out-Of-Stand promotions**

Exhibition materials, forms or publicity materials can be exhibited only at the stands but can be disseminated without a permit neither at the entrances nor on other exhibition areas. Publicity materials - boards, signs - are allowed to be displayed outside of stands only with Organizer's preliminary consent, at locations indicated by the latter.

Only publicity regarding the exhibition is allowed, and even then only if it doesn't breach legal regulations or hurt the public taste, or if it lacks any ideological or political character.

Organizer will have the right to refuse to publish or display objectionable publicity materials, and may confiscate the same for the time of the event. Video/audio publicities or product presentations, or speech through loudspeakers louder than normal voice that may disturb other exhibitors' work, are not allowed at stands. Should these regulations not be complied with, Organizer will have the right to intervene and demand changes. In addition, authorization will be needed to play any music in compliance with the valid copyright law.

## **18. Exhibition Insurance Disclaim of Responsibility**

Organizer has executed a frame agreement customary for event organizers against normal insurance damages such as fire, burglary, break and leakage, and water damage.

Exhibitors will be responsible for any damages caused to third parties including damages done to the building and furniture of the exhibition. Exhibitors may order an insurance for their own stand site, at their own cost. In this case Organizer will inform them of the name of insurance company it signed a general insurance policy with. All damages occurring shall be reported to the police, the insurance company and Organizer without delay.

Organizer will have the exhibition area guarded but doesn't undertake to do the same for fair objects or individual stand equipment, and disclaims any responsibility for damages in or losses to these. The disclaimer of responsibility remains despite the guarding carried out by Organizer. Organizer can be made responsible only in cases of willfulness or gross negligence.)

## **19. Stand Structures and Designs**

The stand sites leased will be made available without partition walls. All exhibition sites will be bound to be equipped with the following: stand enclosure walls, carpets (otherwise the exhibition area is covered with tiles), switchboard. **It is not allowed to leave stands undecorated and without an edifice. In case of building special stands, permit shall be obtained from Organizers.** Toes, pillars, columns and connection points to the installations are also included in the area size. Neither carpets nor decoration elements may reach out of the stand area leased.

Stand edifices and decoration materials shall comply with the Hungarian standards, plus the accident, work safety and fire regulations. Decoration materials must be flame-proof. Care must be taken to make fire extinguishers accessible. It is not allowed to store packaging materials at stands. It is forbidden to stick anything on to the walls, exhibitors will be responsible for any damages in walls. Exhibitors shall be bound to protect artifacts (statutes, furniture etc.) on the exhibition site.

In order to have a tasty and uniform exhibition image, Organizer has specified generally binding requirements on how to erect and design stands. For stands that are not erected by Organizer a written permit shall be obtained. The exhibitor shall send a scenery plan to Organizer by 29<sup>th</sup> March 2012 the latest.

The technical specifications that apply to exhibitors and stand constructors form part of the contract.

### **Construction Height:**

**The construction height shall be between 2.5 m and maximum 5.5 m. Any edifices above 2.5 m may cover only one-third of a stand site to ensure a freely visible passage between stands. For edifices not authorized or exceeding 5.5 an extra fee equaling to 10 percent of the area price shall be paid. Stands with multiple stories shall be charged an extra 50 percent on the invoice.**

## **19. Joint Costs**

Participating costs consist the joint costs. It will include listing in the catalogue, registration in an online database, plus waste removal.

Electricity can be installed or fixed only by professionals after a permit is obtained from the official constructor of the exhibition. Stands can be erected only after a signed conformity statement of electricity is returned, and operated after an official shock-proof test is completed by the electric supervisory board of the building.

Acoustic and optical publicity carriers can be used only in compliance with the general legal regulations in a way that doesn't disturb neighboring stands.

Joint costs shall be invoiced prior to the exhibition and will also include the participation fee. Organizer is entitled to request advance payment. Installation works inside stands may also be done by other professional companies which, however, shall be named if so requested by Organizer. Organizer shall have the right but will not be obliged to check any equipment installed.

Exhibitors shall be responsible for any installation damages or connections, machines or equipment not authorized or that do not conform with the relating specifications, or which consume more energy than allowed, and they might be removed at the affected exhibitor's cost. Also, stand lessees shall be responsible for any damages that result from using energy out of non-supervised sources.

Exhibitors and their assigns shall take care of the removal of wastes from their stands. The fee of waste removal from the hall site is included in the joint costs. It will be Organizer's responsibility to keep clean the fair site, the halls and their entrances.

Stands will be cleaned by janitors who shall finish their work everyday by the opening hour. Extra cleaning at stands may be ordered from Organizer for a fee.

## **21. Safe-Guarding**

Organizer undertakes to provide safe-guarding at the exhibition site during the fair. There will be a general supervision provided in stand construction and demolition periods. Such supervision will start on the first stand construction day and last until the last demolition day. Organizer shall be entitled to take measures that are needed for supervision and safe-guarding.

Exhibitors shall provide safe-guarding for their own property. General safe-guarding provided by Organizer will not include responsibility for personal injuries or property damages. Safe-guarding can be ordered for the fair period only from a guarding company authorized by Organizer and registered in advance.

## **22. House Law**

For the total period of stand construction, the fair, and stand demolition Organizer shall apply the house law on the whole fair site. Organizer shall be entitled to give instructions. Organizer shall be entitled to take pictures, make drawings or videos of fair events, exhibition edifices and stands, and use these for publicity purposes or in the press without the exhibitors' consents. The same applies to recordings made by the press with Organizer's consent.

## **23. Organizer's Rights**

If forced by factors out of its control, Organizer shall have the right to move the fair to another location or time, shorten or extend its term or totally or partially close the exhibition site for a provisional period - naturally with regards to exhibitors' interests.

In justified exceptional cases such as natural or political disasters (wars, brutal acts, terrorist attacks or force major) exhibitors will not have the right to cancel their participation or reduce the participation fee or claim damage.

Should the fair not be held for reasons listed above, then exhibitors may reclaim maximum of 25 percent of their participation fee as a general reimbursement of their costs. Cost reimbursement higher than this may be demanded by exhibitors only if they have already bound themselves in a contract to use services provided in connection with the fair that result in costs. Any claim of damage against Organizer is excluded in the cases mentioned above.

#### **24. Closing Provisions Regulations**

For all agreements, individual permits and special written approval shall be required from Organizer. Any demands of the exhibitors against Organizer shall become forfeited after 6 months. The forfeiture period will start at the end of the month which holds the last day of the fair.