

This document sets forth the agreement (1) between Bike Show Sport Events (hereinafter 'the Organisers') and the company (hereinafter 'the Exhibitor') responsible for purchasing the space in the expo zone of the Sea Otter Europe Festival (hereinafter 'the Festival'). This agreement between the brand and the Organisers also establishes an assumption of liability towards the space (2) in which the festival will be held.

By accepting and reserving a space in the exhibition area of the festival, the brand takes responsibility and agrees to the terms and conditions described in this document.

GENERAL TERMS AND CONDITIONS OF CONTRACT

1. **Dates and location of the festival:** The festival will take place on 23, 24 and 25 September 2022, at Pavelló de Fontajau, located at Avinguda del President Josep Tarradellas i Joan, 22, 24, 17007 Girona.
2. **Festival schedule**
 - Friday 4 pm – 8 pm
 - Saturday 9 am – 8 pm
 - Sunday 9 am – 3 pm

From 7 pm till 8 pm it will be allowed to do celebrations and brand activations in the stands.

3. **Terms and conditions of payment:** At least 60% of the invoiced amount must be paid off in order to make the booking be effective, or the brand can choose to pay the entire amount. In case of partial payment, the brand has until August the 31st, 2022 to cover the pending 40%. Once the transaction has been approved, the space selected during the purchasing process will be automatically reserved. In case of error, please check that the details provided have been entered correctly. If the error persists, contact the sales team at afont@seaottereurope.com or by calling (+34) 93 808 80 91 Ext.212. The Organisers reserve the right to cancel your reservation and release your space, in case of force majeure and/or unforeseeable circumstances, or security matters, etc. **NOTICE TO SPONSORS:** The payment policy regarding sponsors will be determined by the company's sponsorship agreement with the Organisers.
4. **Cancellation policy:**

4.1 **Policy in case of cancellation of the festival. The Organisers undertake to refund the full amount paid** if the Festival cannot take place due to force majeure and/or unforeseeable circumstances, understood as those included in the general provisions of the Spanish legal system and those mentioned below,

- 4.1.1 An event of Force Majeure shall include, but not be limited to, circumstances, acts or events such as epidemics or pandemics, natural disasters, fires, floods, explosions, storms, earthquakes, riots, wars, acts of terrorism, civil commotion, embargo obligations and restrictions imposed by military or civil authorities, strikes and lockouts.
- 4.1.2 The refund of the amount would be done over the total amount invoiced exception of the administration tax, that would be retained entirety.

4.2 Policy in case of cancellation by the brand. In the event of cancellation by the brand,

- 4.2.1 If the brand cancels their participation to the event before 31 august 2022 (day 31 inclusive) will be apply a refund of 75% of the amount paid, and the 25% left would be retained.
- 4.2.2 In case the brand cancels their participation to the event after 1 September de 2022, the total amount invoiced would be charged. After this date, no refunds will be provided.
- 4.2.3 Cancellation notifications must be made by the Exhibitor by email from the same person responsible for the purchase.
- 4.2.4 The refund of the amount would be done over the total amount invoiced exception of the administration tax, that would be retained entirety.

5. **Allocation of spaces:** Allocations will be made on the bases of the layout shown on the map. The Organisers reserve the right of admission.

6. **Layout and location of expo space:** The Organisers strive to provide the most realistic representation of the facility's layout and the location of spaces on the Festival expo map shown during the registration process. However, the Organisers do not guarantee that the space purchased during the registration process is an accurate representation of the space that will be occupied at the Facility. As a result of restrictions, regulations, protocols or other unforeseen factors imposed by governmental agencies, the Organisers reserve the right to move, alter, change or reallocate expo space at any time prior to and during the Festival. The Exhibitor acknowledges that entrances, routes and the flow of pedestrians and vehicles may change at any time prior and during the Event. The Exhibitor acknowledges that the amount of foot flow an Exhibitor may experience during the Event is entirely dependent on several factors which may be beyond the control of the Organisers.

It is not allowed to exceed or occupy a space greater than the one contracted. This includes parking vehicles, displaying brand products occupying corridors or other spaces also outside the limits set by the organization in accordance with the space contracted by the brand. Consequently, the organization will apply an additional charge to the brand that will cover the cost of the occupied space plus a 10% penalty. The organization also reserves the right to block the exhibitor from re-occupying the space in future editions. If the brand corrects the behavior/action, the organization will not act in this regard.

SEA OTTER EUROPE 2022 EXHIBITOR SCHEDULE

WEDNESDAY	21/09/22	8.30 am – 18.30 pm	EXHIBITOR ACCREDITATION
		8.30 am – 19.00 pm	EXPO ZONE SET-UP

THURSDAY	22/09/22	8.30 am – 18.30 pm	EXHIBITOR ACCREDITATION
		8.30 am – 19.00 pm	EXPO ZONE SET-UP

FRIDAY	23/09/22	7.30 am – 19.30 pm	EXHIBITOR ACCREDITATION
		7.30 am – 14.00 pm	EXPO ZONE SET-UP

PAUSE – PREPARATION OF THE FESTIVAL OPENING			
		16.00 pm	FESTIVAL OPENS
		16.30 pm	DEMOBIKE OPENS
		20.00 pm	DEMOBIKE CLOSES
		20.00 pm	FESTIVAL CLOSES
		20.15 pm – 21.00 pm	EQUIPMENT EXIT

SATURDAY	24/09/22	7.30 am – 19.30 pm	EXHIBITOR ACCREDITATION
		7.30 am – 8.30 pm	EQUIPMENT ENTRY
		9.00 am	FESTIVAL OPENS
		9.30 am	DEMOBIKE OPENS
		19.45 am	DEMOBIKE CLOSES
		20.00 pm	FESTIVAL CLOSES
		20.15 am – 21.00 pm	EQUIPMENT EXIT

SUNDAY	25/09/22	7.30 am – 14.30 pm	EXHIBITOR ACCREDITATION
		7.30 am – 8.30 pm	EQUIPMENT ENTRY
		9.00 am	FESTIVAL OPENS
		9.30 am	DEMOBIKE OPENS
		14.45 pm	DEMOBIKE CLOSES
		15.00 pm	FESTIVAL CLOSES
		15.15h – 21,00 pm	EXPO ZONE DISASSEMBLY

MONDAY	26/09/22	8.30 am – 18.00 pm	EXPO ZONE DISASSEMBLY
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1. **Entry and exit of equipment:** The Organisers have established a timetable for the entry and exit of equipment. Brands are invited to store all stand materials in a vehicle at the end of the day. Said vehicle will be allowed to circulate through the expo zone during equipment entry/exit times and may be parked in the exhibitors' car park, which is reserved exclusively for exhibitors with 24-hour surveillance.
2. **Security at the festival:** Surveillance will be provided on the days on which set-up and disassembly take place, and during the festival. Furthermore, the Organisers of Sea Otter Europe will not be responsible for any theft that may occur during the festival, during the days running up to and following the festival, or during set-up and disassembly.
3. **Abandonment of expo space:** If the Exhibitor's space remains either partially or fully empty on the opening day of the Event, or if any space is lost due to non-payment, the Event reserves the right to rent out the space to another Exhibitor or to use the space for other means. This clause shall not be construed as affecting the Exhibitor's obligation to

pay the full amount as specified in the space hire contract, even in the event that the Organisers resell the abandoned space.

4. **Crossing contracted boundaries.** Exhibitors may not cross the boundaries of the purchased space and may not obstruct the stands of other exhibitors.
5. **Stand operation.** The Exhibitor must keep their stand open throughout the course of the event and during the established times, manned by competent staff (at least one person must always remain at the stand).
6. **Brand image.** The Exhibitor must maintain, at all times, an appropriate image, which will be supervised by the event Organisers, who, in the event of irregularities, may request its modification.
7. **Special constructions.** In the event that a brand wishes to assemble a special structure requiring authorization, it must submit a copy of the design to the Organisers, who reserve the right to approve or reject the structure.
8. **Liability to third parties.** The Exhibitor shall be responsible for any damage caused as a result of their activity, both to people and objects, regardless of whether said objects belong to Pavelló Fontajau or to third parties.
9. **All participatory or demonstration activities** performed by the Exhibitor must comply with current regulations governing said activity and, in the event of their non-compliance, the Exhibitor shall be directly responsible. The Exhibitor shall also be responsible for any possible personal or material damage caused to third parties as a result of performing said activity.
10. **Unsuitable PA systems:** Using a PA system or any other type of sound system on the stands that may be strident is forbidden.
11. **Shared use of the expo space:** The Exhibitor shall immediately notify the event Organisers of any additional brands or companies sharing the space that the Exhibitor has purchased. Any additional company, brand or entity sharing the Exhibitor's space will be treated as an extension of the Exhibitor's business and will be subject to all terms and conditions as set forth herein. Furthermore, only the name of the primary brand representing such space may be displayed to the public.
12. **Use of logistics equipment for assembly and disassembly:** For logistical and safety reasons, the use of cranes, forklifts and lifting platforms/hydraulic ladders is only allowed to the official contractors of the event. In the event that the Exhibitor has its own means, it must be proved that the driver has the corresponding cards and permits in order. In addition, the Exhibitor must have an insurance that covers any damage, injury or death resulting from the handling of said materials.
13. **Storage logistics:** Due to space limitations the Organisers are unable to offer an equipment storage service for brands, except for those that have a sponsorship contract with the festival or one of the sporting events taking place as part of Sea Otter Europe.
14. **Equipment deliveries:** All Exhibitor equipment and supplies delivered to and from the Facility are the sole responsibility of the Exhibitor. The Exhibitor shall receive its delivery at the Facility and arrange for its products to be transported to the expo space. The Exhibitor must remove all its items from the Facility no later than noon on the Monday following the Event. The Organization will not be responsible for the material that the brand leaves without surveillance or protection.
15. **Use of the Sea Otter Europe image in products or communication initiatives** is strictly forbidden without prior consent from the Organisers of Sea Otter Europe.
16. **Operation of the ticketing/accreditation system.** All staff working on the stands must be accredited in order to have access to the festival area and the restricted areas.
17. **Updating the terms and conditions.** These terms and conditions may be amended, modified or improved at any time by the Organisers in order to ensure that SEA OTTER EUROPE goes ahead in the best possible conditions.

CONTACT INFORMATION

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