

TERMS & CONDITIONS

1. DEFINITIONS

1.1 In these terms & conditions: loop means Lobster Event GmbH; Booking form or Invitation means the Registration & Contract signed by the Exhibitor; Contract consisting of the terms and the booking form means the contract between the Exhibitor and loop whereby loop has agreed to allocate space to the Exhibitor for the purpose of exhibiting at the Exhibition, as set out on this contract/booking form; Rules & Regulations means the rules of the venue where the exhibition is taking place and provided from time to time; Deposit means a sum equal to 50% of the Fee; Exhibition means the loop show; Exhibitor means the person and company whose details are set out overleaf; Fee means the charges payable by the Exhibitor under the Contract as specified overleaf; € means Euros; Gala event and evening entertainment/functions, means ONLY functions organised by loop; Force Majeure means, in relation to either party, any circumstances beyond the reasonable control of that party including but not limited to any acts of god, epidemics, pandemics, swine flu, national mourning, fires, explosions, earthquakes, floods, volcanic eruptions, ash clouds, storms, tempest, lightning, strikes or lockouts, riots, civil commotion's, war, rebellion, or harmful acts for political, terrorist, biochemical attacks, cyber attacks, national mourning or other similar purposes, material emergency, terrorist or military activity, labour disputes, airlines disturbances, civil disturbances, explosions, inevitable accident, interventions or regulations); Meeting Table means a table and 2 chairs ONLY allocated to the exhibitor under the Contract; Space means the space allocated to the Exhibitor under the Contract; Stand means the meeting table and space allocated to the exhibitor under the contract; Terms means these terms and conditions and the terms, if any, set out overleaf; Venue means the site at which the Exhibition is to be held;

2. TERMS OF THE CONTRACT

2.1 These Terms and the booking form constitute the entire agreement between the parties, superseding any previous agreement or understanding. All other terms, expressed or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

2.2 Any changes or additions to the Contract or the Terms must be agreed in writing by loop. loop may, from time to time, vary or amend these Terms, provided that such variations or amendments do not operate to diminish the rights reserved to the Exhibitor under the Contract, and shall not operate to increase the liabilities of loop or its agents.

3. FEES

3.1 The Exhibitor should pay the Fee for provision of the Space by loop in accordance with this clause.

3.2 loop shall invoice the Exhibitor for the Deposit on acceptance of the Contract provided that it is accepted within the 93 days prior to the start of the exhibition.

3.3 The balance of the Fee shall be invoiced 93 days prior to the start of the Exhibition or in the event that the contract is accepted less than 93 days prior to the start of the exhibition loop shall immediately invoice the full amount.

3.4 All invoices will be payable within 14 days of the date of the relevant invoices and subject to VAT at the prevailing rate if applicable.

3.5 The Exhibitor shall not be permitted to exhibit unless payment in full has been made of the Fee prior to commencement of the Exhibition.

3.6. All payment of fees must be paid by credit card or bank transfer and no Cheque payment will be accepted.

4. CANCELLATION

4.1 loop shall be entitled to cancel the Contract if it considers, at its sole discretion, that the products or services provided by the Exhibitor or any person sharing the Stand do not fit the profile of the Exhibition.

4.2 The Exhibitor may cancel the Contract in entirety or reduce its space requirements by giving prior notice in writing to loop. Provided that such notice is received by loop at least 122 days prior to the start of the Exhibition, the Exhibitor will be liable for the 50% Deposit paid in proportion to the space no longer required in order to cover preliminary costs incurred by loop. Where such notice is received by loop less than 122 days prior to the start of the Exhibition, the Exhibitor shall remain liable for the 100% payment in full.

4.3 Neither loop nor its agents shall be required to assist the exhibitor to obtain any documents necessary for entry into the country where the Exhibition is to be held. Any failure of the Exhibitor to obtain any such documents from the relevant authorities shall not constitute frustration of the Contract. The Exhibitor, however, may substitute another person to take the Meeting Table or Stand subject to approval of such person by loop. In the event of such substitution, the Exhibitor shall remain primarily liable to loop under the Contract.

4.4 Either party may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the other if the other commits any breach of these Terms and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so, or if the other goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed.

5. CONDUCT OF EXHIBITOR

5.1 The Exhibitor has no right to occupy any particular space, although loop will endeavour to take into account the Exhibitor's preferences when allocating space.

5.2 The Exhibitor shall not assign any of its rights under the Contract, or share, sub-let or grant licenses in respect of the whole or any part of the stand save as permitted in writing by loop.

5.3 The Exhibitor shall notify loop of the name of the stand sharer at the time of booking. The Exhibitor shall be deemed to act as agent in respect of each stand sharer who shall be bound by these terms accordingly. In the event that any stand sharer fails to comply with these terms or otherwise defaults in its obligations to loop, the Exhibitor shall be liable for all losses, liabilities and costs incurred by

loop arising from such noncompliance or default.

5.4 The Exhibitor shall follow relevant laws, meeting Health & Safety and venue guidelines.

5.5 The Exhibitor has a duty to keep its stand clean and tidy at all time. If the exhibitor shall fail to do so, we will charge him a fee to cover the cost of having it done.

5.6 The Exhibitor shall not:

a) remove or dismantle any part of its exhibit from its stand;

b) obstruct the view of adjoining exhibits nor operate in any manner intrusive or damaging to other exhibitors, including, without limitation, unreasonable use of light and noise; or

c) display or distribute any political, illegal, immoral or offensive material at the Exhibition. No lotteries, games of chance or raffles or use of audio, lighting or audio visual will be conducted without the prior written consent of loop.

5.7 The Exhibitor shall comply with all reasonable instructions loop, the Venue operator and statutory regulations and the Rules & Regulations.

5.8 The Exhibitor shall pay to loop forthwith, upon demand, the costs of making good all damage to furnished stands suffered during the Exhibition, other than damage caused by loop and it's sub-contractors.

6. INDEMNITY

6.1 The Exhibitor shall indemnify and hold harmless loop against any loss, damages, costs, expenses or other claims arising from: a) Breach of these Terms by the Exhibitor or any person sharing the Stand; and b) Acts or omissions of the Exhibitor, it's employees, agents, sub contractors or any person sharing the Stand, whether negligent or otherwise.

7. LIMITATION OF LIABILITY

7.1 Except in respect of death or personal injury caused by negligence or as expressly provided in these Terms, neither loop or its servants or agents shall be liable to the Exhibitor by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of loop, its servants or agents or otherwise) which arise out of or in connection with the Exhibition (including any delay or cancellation of the Exhibition).

7.2 Neither loop nor the Venue operator or their agents or employees shall have any liability for any loss, damage or delay incurred by the Exhibitor arising:

a) as a result of an act of Force Majeure; b) in relation to the movement of freight to and from the Venue; or c) other than personal injury or death, by fire, theft or injury of any nature.

7.3 If the Exhibition is cancelled, postponed, abandoned or curtailed, or the Venue becomes wholly or partially unavailable for the holding of the Exhibition as a result of; a) an act of Force Majeure; or b) conflicts or misinterpretations arising with the national or local authorities of the host county, its sponsors, agents or other bodies regarding any and all aspects of the Exhibition, then:

c) Neither loop nor any of its agents shall have any liability for any loss, damage or delay to the Exhibitor arising as a result of such circumstances;

d) Lobster Event GmbH shall be entitled, but not obliged, to reschedule the Exhibition to another date and/or at an alternative site; and

e) loop shall be entitled to retain such part of all sums paid by the Exhibitor as it, in it's absolute discretion, considers necessary to meet any expenses incurred by it in connection with the Exhibition.

7.4 References in loop's marketing materials to "62 Guaranteed Face-to-Face Meetings with luxury travel trade" shall imply an obligation for loop to use all reasonable endeavour to provide such services to exhibitors. However, if loop is unable to honour such guarantees, such failure shall not constitute a breach of the contract by loop.

8. GENERAL

8.1 All exhibiting companies are fully responsible for VAT liabilities as required by the local governing authorities. loop has no responsibility for the relevant VAT process. This is a matter exclusively between the participating Exhibitor and the relevant local authorities.

8.2 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

8.3 If any provision of these Terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.

8.4 An official catalogue of exhibitors will be issued loop. We do not accept any responsibility for any omissions, misquotations or other errors which may occur in the compilation of the catalogue.

8.5 You agree to give us your consent under privacy laws to give your personal information to exhibitions contractors and to have them displayed in our catalogue.

8.6 loop does not tolerate private events to take place during the Exhibition that clash with the official program. Any company hosting a private event that clashes with an official element of the event or that has invited the VIP Buyers of loop will have their registration(s) revoked and will be refused entry to all business and social events throughout the convention.

8.7 From time to time private events might be organised by delegates participating to the show. The organisation of such events is not the responsibility loop and loop cannot facilitate entry or access to any of those events.

8.8 loop does not allow any family members or life partners, junior staff or non- delegates to attend any of the official functions or the loop exhibition.

8.9 loop is for senior management only - Director level and above. loop reserves the right to refuse entry to any junior staff.

8.10 This agreement shall be governed by and construed according to German Law. Any dispute between the parties under this Agreement is hereby submitted to the jurisdiction of the German Courts/ Amtsgericht Offenbach am Main in particular.