

# INTERSTAS 2019 - CONDITION OF EXHIBITION

## 1. GENERAL REGULATIONS

Application Form for INTERSTAS /International tourist, tourfilm, landscape festival - European club merited for tourism, and Application Form for KEA-CRO/ Competition of Croatian towns and places/villages for International Golden Flower (hereinafter "the Festival") filled up by the Exhibitor, and is accepted and confirmed by FIS CALIS d.o.o. Split (hereinafter "the Organizer"), is meant to be on a one-time basis obligatory contract for both parties.

Application Form is for the exhibitor legally binding and non revocable. Un-filled and conditioned application forms will not be accepted by the Organizer. Conditions of exhibition are valid for every form of exhibition approved by the Organizer.

Full information about the exhibit program are a condition for the exhibitor to participate at the Festival.

Exhibitor can only exhibit registered objects, i.e. registered exhibit program. Smallest exhibition area which can be ordered by the Exhibitor is 12 m<sup>2</sup> fully equipped, i.e. 20m<sup>2</sup> non equipped inside space, and 30 m<sup>2</sup> non equipped outside exhibition space.

Uttermost deadline for application is 15th of September of current year.

## 2. ASSIGNMENT OF EXHIBITION AREA

At the Festival exhibitors can be domestic and foreign, candidates for one of the international tourist awards, GOLDEN INTERSTAS and CHART FEST, and for CERTIFICATE KEA-CRO, as far as the exhibition objects or program are compatible to the Festival contents. Organizer decides about the presence of exhibitors on the Festival and the assignment of exhibition area, which arranges exhibition area in the best interest of the Festival. Organizer reserves the right to assign to the particular exhibitor (up to cca 15% more or less) exhibition area.

Every change in the assigned exhibition space must be approved by the Organizer. Organizer can also undertake and make changes of usage of exhibition area, if that's in the interest of the Festival. If the organizer for any reason cannot give the exhibitor his already assigned exhibition area to a disposal, Exhibitor has the right to a refund of entirely paid amount for exhibition area at the Festival.

## 3. APPLICATION CANCELLATION

In the situation that Exhibitor cancels submitted application after 1st of October of current year, Exhibitor is obligated to pay the Organizer 60% of the price of arranged and rented exhibition area.

## 4. CATALOGUE ENTRY

Based on the filled up Application Form, Organizer is obligated to issue Catalogue of the Festival. If the Exhibitor does not fill in the information for the Catalogue of the Festival entry (Point 5. of the Application Form), short information about the Exhibitor will be issued in Appendix of the catalogue. Entry of the Exhibitor in Appendix of the catalogue is considered as an entry in the Catalogue of the Festival.

Organizer is obliged to issue Catalogue of the Festival, i.e. its Appendix during the time of the Festival, no later than 30st of October of current year.

## 5. PAYMENT

Exhibitor is obliged to pay for exhibition area, application for exhibition, registration for every company/institution represented, entry in the Catalogue of the Festival according to the prices listed in Application Form (Point 4.), as well as all other afterwards arranged services. Upon the delivery of his Application Form, Exhibitor will receive pre-invoice from the Organizer which he must settle within 8 days upon the receipt. Payment of pre-invoice is a condition for Exhibitors participation at the Festival. Invoice is payable by credit transfer, delivery of cheque or confirmed credit. Upon the end of the Festival, organizer will deliver to the Exhibitor final calculation of services according to the Application of using exhibition area as well as all afterwards ordered and fulfilled services (telephone, water, electricity, extra management of area services, advertising services and others). The prices of services not covered by the Application, will be arranged with the Organizer on the basis of the Exhibitor particular request. Payment is done in KN according to the HNB selling rate valid on the day of payment. Organizer for every day of delay in payment charges legal penalty interest.

If exhibitor has an objection to a part of invoice, indisputable part of invoice is obligated to pay according to above mentioned conditions. Objections on the invoice must be delivered within 8 days from the date of issuing invoice. After this deadline, objections will not be taken into consideration by the Organizer. If Organizer cannot fill out his obligation according to the accepted Application Form, he is obligated to pay back full amount to the Exhibitor.

## 6. CONFIRMATION OF APPLICATION

Based on paid pre-invoice, Organizer issues written certificate to the Organizer about assigned exhibition area with location defined. This certificate is considered final acceptance of Exhibitor's Application.

## 7. CANCELLATION OF AREA ASSIGNMENT

Organizer has the right to refuse Application or withdraw certificate from Point 6. of these Conditions:

- if objects / programs of the Exhibitor are not in consistence with concept / purpose of the Festival;
- if the Exhibitor is in bankruptcy or liquidation process.

## 8. TIME PERIOD OF THE FESTIVAL

The Festival, as constituent part of overall manifestation, is being held two days (Thursday and Friday) in first part of November of the current year. Working hours of the Festival is Thursday from 10:00 till 18:00 hours, Friday from 10:00 till 14:00 hours. As far as the Festival must be shifted in time, shortened or prolonged, or relocated, the Exhibitor has no rights of cancelling participation i.e. refund of payed amount.

If the Festival cannot be held due to force majeure, registered exhibitor will be charged for only 25% of agreed price of assigned exhibition area.

## 9. SPECIFICATION

Exhibitor must deliver to the Organizer projects for decoration of assigned area with plan of assemblage no later than 20th of September of the current year for approval. Height of the booth can be up to 2.55 m, and if Exhibitor has the need for bigger height, he must get a special permission from the Organizer.

## 10. OFFICIAL PASS

After confirmation of exhibition space by the Organizer, Exhibitor is given 2 free official accreditations for the Festival. The Exhibitor which rents minimum 12 m<sup>2</sup> of interior exhibition space, i.e. 30 m<sup>2</sup> of exterior exhibition space, has a right to get 2 official accreditations.

Maximal number of official accreditations per Exhibitor is 6.

## 11. ASSEMBLAGE AND REMOVAL

Assemblage and removal of rented area is done in agreement with the Organizer. Exhibitor can entrust decoration of exhibition space to the Organizer or do it himself. In the situation of doing it himself, he is obligated on the basis of special project to get approval of the Organizer no later than 2 weeks prior to Festival. If exhibitor entrusts a third party to organize his exhibition space on his expense (architecturally, decoratively, artistic etc), those third parties must obtain a written permission from the Organizer. Authorised representative of the Exhibitor must finish his work on exhibition area at least 24 hours prior to opening of the Festival. If there is a delay in assembly by the Exhibitor's side, all costs that arise from that are at his expense.

During the final removal of the construction Exhibitor must leave the space in original state how he took it from the Organizer. If not, the Exhibitor is obligated to refund incurred loss to the Organizer.

Exhibitor cannot take objects from the exhibition space till the end of the Festival without written permission of the Organizer.

## 12. GUARANTEE AND INSURANCE

Organizer is not engaged into import of exhibits or equipment for needs of Exhibitor, nor takes any responsibility about that. If the Exhibitor is outside Croatia, he must himself, on his own expense, take care of temporary admission of his exhibits and equipment which he plans to show within Exhibition area on underlying Festival with Toll and Transporter's house. In case of need of any temporary admission of exhibits or equipment outside Croatia, on written request of the Exhibitor, Organizer can issue a confirmation of participation on the Festival, which may serve to the Exhibitor for formal juridical regulation of temporary admission in Croatia in order to participate on the Festival. Uttermost deadline for the Exhibitor to request a confirmation, which he submits to the Organizer, is 30th September of the current year.

Organizer is not liable for damages, disappearance, or theft of property of the Exhibitor (exhibition objects, equipment etc.) made by theft, fire or any other cause. Exhibitor insures his exhibition objects and / or equipment at his own expense.

Organizer does not provide the guarantee for the case of defect in entry into the Catalogue of the Festival (for example printing errors, formal errors, incorrect translation or entry etc.)

Exhibitor is liable for the damage he causes to the Organizer or a third party at the exhibition area.

Exhibitor has no right to consign his exhibition or propagand area to the third party. In case of such proceeding Organizer reserves the right to charge the Exhibitor extra 100% of the price of his assigned exhibition or propagand area.

## 13. EXTRA EVENTS

Exhibitor must immediately deliver written statement to the Organizer for the assignment of area for events he wants to organize by itself (round tables, promotive shows, fashion shows, musical events, presentations, etc.).

Organizer has the right to refuse all events which are not according to the Festival, or cause ecological pollution of space and are not organized according to the usual business codex.

## 14. FILMING

Organizer reserves the right to film and photograph exhibition areas for his or needs of the Festival. Exhibitor abandons all author rights by accepting the Application. Without approval of the Organizer, no filming, photographing, drawing of exhibition areas and other events at the Festival is not allowed, unless it is exhibitor's own exhibition area.

## 15. CLEANING OF EXHIBITION AREA

Organizer at his own expense cleans and maintains common Exhibition areas (entrance, exit, halls, and sanitary facilities etc.). Cleaning of particular exhibition area is done by the Exhibitor himself or arranged by the Organizer at exhibitor's request.

## 16. SPECIAL RIGHTS

For all outstanding demands which Organizer might have towards exhibitor based on pre-invoice, Organizer has the right to keep exhibition objects and equipment, i.e. property of the Exhibitor until the final payment of the debt. Kept objects and equipment are stored at the expense and risk of the Exhibitor. If Exhibitor does not pay his debt within 30 days after the end of the Festival, Organizer reserves the right to sell kept objects and equipment at public auction, for compensation of claims and refund of costs, and eventual difference shall be delivered by Exhibitor within 15 days after the sale of exhibition objects and/or equipment is done.

Organizer reserves the right to ask for documents from the Exhibitor about: registration of business, solvency, made customs clearance of exhibiting goods, as well as the approval of sanitary and veterinary inspection for all exhibited food, drinks and their tasting.

## 17. JURISDICTION OF THE COURT

Organizer and the Exhibitor shall try to solve all eventual disputes by mutual agreement. If that cannot be done, the matter will be solved at the Commercial Court in Split.