

## TERMS OF PARTICIPATION OF INTERNATIONAL TRAVEL & TRADE FAIR

### "TOUREST 2023"

#### 1. ORGANIZER OF THE FAIR

Estonian Travel and Tourism Association (ETFL, hereinafter Organizer), Pärnu mnt 20, 10141 Tallinn, Estonia, Phone +372 6313 013, Fax +372 6313 622, e-mail: [info@etfl.ee](mailto:info@etfl.ee), web: [www.tourest.eu](http://www.tourest.eu)

#### 2. DATE AND PLACE OF THE FAIR

February 09 - 11, 2023

Estonian Fairs, Pirita tee 28, 10127 Tallinn, Estonia

#### International travel trade fair Tourest 2022 (hereinafter referred to as the fair) is open:

February 09, 2023 from 10 a.m. to 7 p.m.

February 10, 2023 from 10 a.m. to 7 p.m.

February 11, 2023 from 10 a.m. to 8 p.m.

Entrance for visitors by invitation or ticket.

#### Transport, mounting, exhibition layout and enter of exhibitors:

February 06 - 07, 2023 (mounting) from 9 a.m. to 8 p.m.

February 08, 2023 (exhibition layout) from 9 a.m. to 9 p.m.

Outside the aforementioned hours only by prior agreement with Estonian Fairs in accordance with the price list.

#### Dismounting, transport and enter of Exhibitors:

February 11, 2023 (Hall D, C and BI), from 3 p.m. to 11 p.m.

February 12, 2022 (Hall D, C and BI) from 9 a.m. to 21 p.m.

February 13, 2022 (Hall D, C) from 9 a.m. to 6 p.m.

Outside the aforementioned hours only by prior agreement with Estonian Fairs in accordance with the price list.

### 3. EXHIBITORS

**Exhibitors:** tourism organizations, undertakings offering tourist- and travel services incl. tour operators; travel agents; undertakings providing transport-; accommodation-; catering-; recreational-; car rental-; insurance-; training- and different kind of vacation services as well as the co-operation partners of the aforementioned undertakings.

**The Main Exhibitors** (hereinafter Exhibitor) are undertakings who have a valid participation agreement for renting an exhibition space (hereinafter Agreement). The name and/or logo of the Exhibitor are/is on the fascia board of the stand it has rented, data are published in the „TOUREST 2023“web-catalogue.

**The Co-Exhibitors** (hereinafter Co-Exhibitor and also generalized as exhibitor) are legal persons, who are participating at the fair on the main exhibitor's floor space. The floor space allocated to the Co-Exhibitor has to be clearly differentiated in design, whereas the Co-Exhibitor's name/logo and other mandatory information for Exhibitors has to be emphasized, and representatives of the Co-Exhibitor have to be present on the floor space. The Exhibitor is obligated to register all their Co-Exhibitors and pay the participation fee and service fees of each Co-Exhibitor. If the Co-Exhibitor is also participating at the fair as an Exhibitor, they are exempt from the Co-Exhibitor's fee. The Co-Exhibitor status guarantees the name and/or logo of the Co-Exhibitor in the design of the floor space and the right to hand out the Co-Exhibitor's advertising materials. Information about the Co-Exhibitors, who have been registered in a timely manner, is entered into the electronic fair catalogue.

#### 4. ENTRY INTO CONTRACT, TERMS OF PAYMENT

4.1. The Contract for renting an exhibition space shall be made available in the TOUREST web portal [www.tourest.eu](http://www.tourest.eu). The Contract shall be validated/signed by the Exhibitor's representative in the web portal or sent either in a digitally signed form or in a format which can be reproduced in writing to the e-mail addresses [info@etfl.ee](mailto:info@etfl.ee) or on paper to the address Estonian Travel and Tourism Association, Pärnu mnt 20 Tallinn 10141. The Exhibitor shall be liable for the correctness of the details submitted by him/herself and shall bear the risk for any losses caused by mistakes.

4.2. The Contract enters into force and becomes a binding agreement between the exhibitors (including the Co-Exhibitor and the Organizer) from the moment it is signed.

4.3. The Exhibitors' deadline for forwarding the Contract is **December 16** 2022. Both before and after the deadline, contracts are entered into only if there is free floor space.

4.4. The organizer will issue an invoice for the floor space rental and send it to the e-mail address in the contract as soon as possible after the contract is signed. The Exhibitor is obligated to pay the full rental fee within 14 (fourteen) days after the invoice is issued.

4.5. Any services ordered additionally shall generally be paid for in 14 (fourteen) days after the invoice date. The terms of payment for any services ordered at the trade fair shall be unilaterally determined by the Organizer, and the Organizer shall have the right to request an advance payment for every service to be rendered.

4.6. The Exhibitor signing the Contract shall be held liable for the timely payment of invoices. At the Exhibitor's request, if it has been agreed to in the contract, the Organizer shall issue the invoice to a third person designated by the Exhibitor. The issue of invoices to a third person shall not exempt the Exhibitor from the duty to pay the invoice. In such a case, the Exhibitor shall remain liable for the payment of the invoice and shall pay the invoice if the third person fails to pay it by the due date. The Exhibitor shall notify the Organizer of his/her wish to have the invoice issued to a third person at the latest on the date of entry into the Contract or upon submitting an order.

4.7. The Organizer shall change the name of the recipient of the invoice based on an application submitted by the Exhibitor in a format that can be reproduced in writing. If the request by the Exhibitor to have the name of the recipient of the invoice changed has been submitted after the issue of the invoice by the Organizer, the Exhibitor shall pay the Organizer a service fee of 20 (twenty) euros each time an invoice needs to be changed.

4.8. If the Exhibitor delays with the payment of any amounts, the Organizer shall have the right to impose a fine for delay in the amount of 0.3% of the outstanding amount per day.

4.9. By entry into the Contract, the Exhibitor shall accept the additional terms and conditions of the Contract, which are the general terms of participation established by Eesti Näituste AS; the terms for the construction and design of exhibition stands; the rules for electrical works; the guidelines for stand construction; the terms for the certification of stand building companies; fire and work safety regulations; rules of public order; entrance and parking procedure; rules of catering and trade; rules of waste management and any other terms and guidelines made available by Eesti Näituste AS on the website <http://www.fair.ee/eksponendile/> or in the trade fair hall. In the event of any conflicts between the aforementioned terms and the terms of the Contract, the Parties shall act on the terms of the Contract.

#### 5. RENTAL CHARGES

5.1. The Organizer shall open entry into Contracts and make the rental charges for exhibition spaces available on the web page [www.tourest.eu](http://www.tourest.eu) 3 (three) months before the opening date of the trade fair at the latest.

5.2. Upon sending a Contract to the Organizer before December 09 2022 and receipt of the rental charge for the exhibition space in the full amount and by the prescribed time, the Contract shall be deemed to be signed at the early bird rate. The early bird price rate shall only apply to the rental charge for the exhibition space and exhibition stands. The early bird price rate shall not apply to services and other fees, etc.

5.3. For stand areas higher than 2.5 m<sup>2</sup>, the surcharge is 1.5 times the floor area under the stand.

5.4. The fee for the participation of one Co-exhibitor in the trade fair shall be 40.00 euros plus value added tax. The Exhibitor shall register his/her Co-exhibitors by December 16, 2022 at the latest and shall pay the participation fees for the Co-exhibitors as determined by the Organizer.

## **6. IDENTITY CARDS**

6.1. The badges entitle the holder to enter the Exhibition Centre on 06 - 07 February from 9.00 to 20.00, 08 February from 9.00 to 21.00, 09 and 10 February from 9.00 to 20.00, 11 February from 9.00 to 23.00. The Organizer will provide the Exhibitor with a link to download the required number of identity cards for the necessary badges by 24 January 2023 at the latest. On 08 February 2022, the Organizer will provide pockets for the badges at the information desk in the Exhibition Hall. ID cards are personal and cannot be transferred.

6.2. Every Exhibitor (for clarity: Main Exhibitor) will be given 1 (one) free parking card which gives the repetitive right to enter the exhibition center territory during February 06-11, 2023 and park at the exhibition center parking lot on 09-11.02.2022.

## **7. ELECTRONIC EXHIBITION CATALOGUE**

Data of Exhibitors and Co-Exhibitors participating in the fair will be published in the electronic exhibition catalogue upon request and submission of the data by January 10, 2023 at the latest.

## **8. INVITATION CARDS**

Each exhibitor and co-exhibitor will be entitled to an unlimited number of VIP vouchers for free admission to their partners and customers. The invitation entitles the holder to a single visit to the fair. The organizer will provide the exhibitor with a link to download the required number of VIP fair invitations by 24 January 2023 at the latest.

## **9. TERM AND TERMINATION OF CONTRACT**

9.1. The Contract shall be valid until the performance of all obligations arising from the Contract by the Exhibitor and the Organizer.

9.2. The Exhibitor shall have the right to cancel the Contract or effect standard termination of the Contract before the prescribed time:

9.2.1. until 16 December 2022 by paying the Organizer a contractual penalty of 275 euros for the registration services and the cost of the works performed / services provided as agreed and stipulated in the price list;

9.2.2. from 17 December 2022 to 03 January 2023 by paying the Organizer a contractual penalty of 50% (fifty per cent) of the total rent for the exhibition space, net of value added tax, and the cost of the works performed / services provided as agreed and stipulated in the price list;

9.2.3. from 04 January 2023 by paying the Organizer a contractual penalty in the amount that corresponds to the total rent for the exhibition space, net of value added tax, and the cost of the works performed / services provided as agreed and stipulated in the price list.

9.3. If the Exhibitor has made an advance payment to the Organizer, the Organizer shall offset the amount paid in advance with the amounts payable by the Exhibitor, including the contractual penalty, and the remainder of the advance payment shall be returned by the Organizer to the Exhibitor in fifteen (15) days after the submission of the application for withdrawal. By entry into the Contract, the Exhibitor shall grant his/her consent to the Organizer for settling the accounts.

9.4. The Organizer shall have the right to cancel the Contract before the prescribed time on extraordinary terms if the Exhibitor has breached the Contract and has not eliminated the breach in the additional period granted, also, but not limited to, not paying the fee by the agreed deadline, the exhibition stand has not been put to use in 24 hours prior to the opening times of the first fair day etc. In such a case, the Exhibitor shall pay the Organizer the full amount of rent for the exhibition space plus value added tax, and the cost of the works performed / services provided as agreed and stipulated in the price list, and a contractual penalty of 50% of the total rent for the exhibition space, net of value added tax.

9.5. Expiry of the Contract shall not exempt the Exhibitor from the duty to perform the financial obligations arising from the Contract, which arose prior to expiry of the Contract.

9.6. The Organizer shall have the right to cancel the Contract on extraordinary terms and without an advance notice if it is not possible to hold the trade fair in the required extent due to any circumstances independent of the Organizer. Upon termination of the Contract under the present clause, the Parties shall not be required to compensate any damages arising from the termination of the Contract.

9.7. To cancel the Contract unilaterally, a Party shall submit to the other Party a unilateral written application, which shall take effect upon receipt. Upon withdrawal from and/or termination of the Contract, the right to use the exhibition space shall automatically be transferred to the Organizer.

## **10. TRADE FAIR SERVICES AND ADDITIONAL SERVICES**

### **Exhibition stand construction and design works**

10.1. The Exhibitor can order the construction and design (standard or special) of the exhibition stand and the required materials from the Organizer. Orders are filled with a deadline of 2 working days. The orders shall be made only on the website [www.tourest.eu](http://www.tourest.eu). The Organizer shall deliver the completed exhibition stand to the Exhibitor on 08 February 2022 from 10 a.m. to 9 p.m. at the spot based on the official statement, on the precondition that the order has been submitted on December 16, 2023 at the latest. If the exhibition stand has not been completed by such time or should any defects be found in it, the Exhibitor shall immediately notify about it Organizer in a written way on the spot and via e-mail of Eesti Näituste AS, [fair@fair.ee](mailto:fair@fair.ee).

10.2. If the Exhibitor has not ordered a standard stand or a stand with special design or shall not build the stand out of his/her own materials, but wishes to use the wall elements, he/she shall order these from the Organizer. The Organizer shall have the right to suspend the construction works in the exhibition space if the Exhibitor does not follow the terms of the Contract.

10.3. In the event that the Exhibitor carries out the construction of the stand itself or uses third parties for this purpose, it is obliged to obtain the approval of the Organizer and Estonian Fairs AS for the stand design plan, stand structures and materials by 16 December 2022 at the latest.

10.4. The Exhibitor shall follow the deadlines for the assembly and disassembly works as established in the participation terms of the trade fair, the requirements of Estonian Fairs Centre for the construction of stands and the fire safety, occupational health and safety and administration rules made available on the website of Eesti Näituste AS at [www.fair.ee](http://www.fair.ee).

10.5. The Exhibitor shall obtain a written permission of the Organizer for mounting or hanging items, design elements or advertisement stands of any weight to the sidewalls or ceiling structure of the stand.

10.6. The standard height of the wall elements of a stand shall not exceed 2.5 meters. A special permit shall be obtained from the technical service of Eesti Näituste AS for using higher constructions. The maximum height limit of a stand shall be 7.5 meters and the minimum distance of the second story from the boundary of a neighboring stand shall be 2 meters (unless agreed otherwise with the Organizer). The people visiting and servicing a stand that is two or more stories high shall not stay higher on the stand than 2.6 meters from the floor level of the hall. If the weight of an exhibit or any item exceeds a weight load of 1,000 kg/m<sup>2</sup>, its placement in the stand shall be coordinated with the Organizer. To disperse the weight induced by the work load, a ground plane shall be placed under particularly heavy exhibits and constructions.

10.7. The use of structures higher than 2.5 m (standard design element height) or 3.6 m (special design package height) above the stand requires the organizer's consent. The corresponding structures must be located inside the boundaries of the exhibition space and will be charged as advertising space, i.e. €41.00/m<sup>2</sup> but at least the minimum price of €100 for advertising, provided that the registration of the exhibition space has been made as of 10 December 2022.

10.8. Advertisements (without height limitation) suspended or otherwise fixed in any other way (without height limitation) higher than 2.5 meters above the floor level of the exhibition space will be charged at a minimum price of €41.00/m<sup>2</sup> but at least €100 per advertisement, if the registration of the exhibition space has been made as of 10 December 2022. VAT will be added to the prices indicated in this point.

#### Additional services

10.09. Eesti Näituste AS technical services shall provide different kind of additional services. These services shall be provided based on the Exhibitors orders. Orders shall be placed on a special form with the label "Tourest 2023".

10.10. Any orders for additional services shall be submitted to the Organizer by 16 December 2022 at the latest. Orders submitted after this deadline shall be fulfilled as far possible and these orders will include a 25% addition to the price.

10.11. During the trade fair, the Organizer shall open a service and information bureau where Exhibitors can order trade fair and secretary services. Order shall be submitted to the Organizer by 08.2.2023 at the latest. During the fair's working period (incl. 9-11.02.2022), orders can be submitted only at the fair center, and these orders will include a 50% addition to the price.

10.12. The materials required for the exhibit and the stand cannot be transported in through the foyer. All necessary materials have to be transported in through commercial gates C, B, D, and the hall's commercial gates C2, C5, D1 and B1.

## 11. INTERNET SERVICES

The Exhibitor can order internet connection to his stand directly from service providers: wire connection, speed up to 10 Mbit/s in every hall from CITIC Telecom CPC Estonia OÜ e-posti aadressil: sales-ee@citictel-cpc.com, tel. +372-622-3360; <https://www.citictel-cpc.com/et-ee/contact-us>. Wireless connection in all halls is provided by Elisa Mobiilsideteenus AS, [www.elisa.ee](http://www.elisa.ee).

## 12. CUSTOMS AND TRANSPORT

The Exhibitor organizes the transport of his exhibits at his own expense and is responsible for the customs formalities concerning the exhibits. Customs services may be ordered from: UPEX LS Ltd. – Pirita Road 28, 10127 Tallinn, Estonia; phone +372 611 2860; +372 511 9947, e-mail: urmas@upex.ee; www.upex.ee. All exhibits for the fair should be sent (not earlier than 3 days before the fair) to the location in the name

of the Exhibitor at the address of the Estonian Fairs Centre – Piritä tee 28, 10127, Tallinn. The Exhibitor or a representative are obligated to personally be present to receive the sent items.

The Exhibitor may order warehouse and lift services from the Organizer. Orders need to be approved two (2) business days before the arrival of the shipment and not later than 5 days before the Fair working period starts. In the interest of clarity, neither the Organizer nor the fair center are responsible for the safe keeping of items sent to the fair center, except if the service for doing so has been confirmed to the Exhibitor in a format that can be reproduced.

### **13. FIRE SAFETY PRECAUTIONS**

Estonian Fairs Ltd. accepts responsibility for fire safety precautions within the exhibition centre. The Exhibitor commits to fulfil all the orders of the representatives of the Estonian Fairs Ltd. And the regulations to ensure safety. Using open fire and smoking in the exhibition centre is strictly prohibited. Exhibiting flammable goods and materials is permitted only with prior consent of the State Rescue Board. The consent shall be placed to the organiser before transport and mounting.

### **14. ADVERTISING AND RETAIL SALE**

14.1. The Exhibitor shall have the right to use the exhibition space and the inside walls of the rental stand for advertising. The exterior of the walls bordering the neighboring stands shall be free of advertisements / white. Placing advertising material on the walls of the stands is permitted only when adhesive tape and/or hangers are used. The Exhibitor commits to using only the advertising materials which promote him/her, correspond to the topic of the exhibition and comply with the Advertising Act. The Exhibitor is responsible for the legality of advertising materials and means exhibited in their exhibition stand. Using advertising space outside of the rented floor space, including above the exhibition stand and higher than 2,5 m, involves an additional fee and requires a preliminary agreement with the Organizer. Advertising space for advertisements hung up or attached in any other manner higher than 2,5 m above the floor space (without height limitations) carries a fee of 41.00€/m<sup>2</sup>, with a minimum fee of 100.00€ for advertising space per advertising unit. VAT is added to prices listed in this point.

14.2. Any marketing events by the Exhibitor taking place outside the exhibition space shall be coordinated in advance with the Organizer. The distribution and display of printouts and any information materials outside the Exhibitor's own exhibition space shall be prohibited unless agreed otherwise with the Organizer.

14.3. The presentation of audio and video programs in the exhibition space shall not disturb other exhibitors. Presentations, shows or other events taking place in the exhibition stand shall be coordinated in advance with the Organizer to avoid disturbing other exhibitors.

14.4. To ensure the continuity of the exhibition, increase the number of visitors, guarantee the successful organization and popularity of the trade fair, the Exhibitor shall fully comply with the following terms and conditions:

14.4.1. Prohibition of advertisements inviting people to ignore the trade fair. Each Exhibitor shall refrain from and fully rule out the publication of any advertisements, calls or information that directly or indirectly calls on people, clients, consumers and/or visitors of the trade fair to avoid visiting the trade fair. The Exhibitor shall take liability and ensure that his/her Co-exhibitors, agents and distributors also duly perform the obligations specified in this clause. The prohibition shall be valid without a term from the moment of entry into the Contract and also if the Exhibitor, a Co-exhibitor, agent or distributor uses other terms, expressions, symbols or logos when disclosing information and it is clear these refer to the trade fair. For example: it is prohibited to use the following advertisement: "get the best travel offers without crowding around at the trade fair, buy your trip online / from your office instead"). Each time the obligation specified in the present clause is infringed (i.e. infringed by a Co-exhibitor, agent or distributor of the Exhibitor), the Exhibitor shall pay the Organizer a contractual penalty in the amount of 50% of the rental charge for the exhibition space, net of value added tax. The contractual penalty is a penalty requiring an obligation to be performed.

14.4.2. By entry into the Contract, the Exhibitor represents and warrants that he/she regards it justified, reasonable and non-burdening to prohibit any advertisements inviting to avoid the trade fair as specified in clause 14.4.1 and wishes to participate in the trade fair under the conditions established.

#### **14.5. Retail sale**

Retail sale is allowed during the trade fair by prior arrangement with the organizer of the fair. The Exhibitor or a merchant participating in the trade fair shall obtain all the required legal permits and licenses for selling goods and services. Travel operators shall have the required registrations and legal securities. In case of the Exhibitor's failure to perform or unsatisfactory performance of the obligations established in the Contract and in legislation, the organizer shall have the right to suspend and/or stop the sales without an advance notice or cancel the Contract without an advance notice.

### **15. RESPONSIBILITY AND INSURANCE**

15.1. Eesti Näituste AS shall accept responsibility for public order and safety in the trade fair halls and on the territory, also, for the undisturbed operation of the security alarm system outside the working hours of the trade fair according to the terms and conditions established. The Organizer and Eesti Näituste AS shall not be held responsible for any damages caused by force majeure or any damages caused by visitors or Exhibitors and their representatives and employees. The Organizer and Eesti Näituste AS shall not be held responsible for any damages to or loss of the Exhibitor's exhibits, constructions, etc.

15.2 The exhibitor is responsible for the set-up, placement and safety of his/her exhibit. The Exhibitor shall be responsible for the exhibits and fixtures placed at his disposal from the time of their receipt until their return to the Organizer after the dismantling of his exhibit. Stickers, tapes, stickers and other promotional material affixed by the Exhibitor must be removed from wall elements and other fixtures without damaging them. The Exhibitor shall be liable for the actions of any third parties engaged by it and shall undertake to compensate the Organizer for any material damage caused by them. The Exhibitor shall be responsible for the supervision, preservation and insurance of its exhibits and other property throughout the Exhibition.

15.3. The Exhibitor shall be held responsible for the due registration of his/her Co-exhibitors. The Exhibitor shall pay the Organizer a contractual penalty of 100 euros for the activities of each unregistered Co-exhibitor in the Exhibitor's exhibition space and shall also pay the participation fee.

15.4. The Exhibitor shall bear full responsibility for the payment of all expenses (incl. the participation fee of Co-exhibitors and other expenses accompanying the participation of Co-exhibitors) borne by the Organizer in relation to the Exhibitor's exhibition space and stand.

15.5. Dismantling of exhibits and/or stands and/or leaving the exhibition area before the end of the opening hours of the last day of the exhibition is prohibited. The Exhibitor who fails to comply with the aforementioned prohibition shall be liable to pay a contractual penalty of 10% of the total amount of the contracted stand rental for each full hour of non-compliance, but not less than €200. Exceptions are permitted with the prior written agreement of the Organizer.

15.6. In the event of any damages occurring to the property of the Organizer or Eesti Näituste AS, which is in the Exhibitor's disposal (incl. floors, walls, doors, gates, support and bearing structures, windows, equipment, etc. of the trade fair hall), the Exhibitor shall immediately notify the Organizer thereof and shall compensate the damages to the full extent.

### **16. MISCELLANEOUS**

16.1. Contracts and orders shall be processed in the order of receipt. The final position of the exhibition spaces and stands in the exhibition hall shall be determined by the Organizer and the requests of the Exhibitor shall be taken into account if and as possible. The Organizer shall send the plan of the exhibition hall to each Exhibitor before the beginning of the trade fair and shall indicate the location of the exhibition space booked for the Exhibitor on it. If needed, the Organizer reserves the right to change the location of



the floor space and either reduce or increase the floor space by up to 10% without the consent of the Exhibitor with no changes in the rental charge for the exhibition space payable or paid by the Exhibitor.

16.2. The Exhibitor shall not have the right to transfer his/her obligations arising from the Contract to any third persons and shall not have the right to partially or fully sub-lease the exhibition space.

16.3. This Agreement is compiled in Estonian and English in parallel. In case of disputes or linguistic inaccuracy the Estonian text shall prevail.

## **17. FORCE MAJEURE**

The Organizer shall have the right to suspend or postpone the preparatory work or organizing the fair or shorten the opening hours of the fair when the need for suspension is caused by force majeure. If the organization of the fair is fully caused by circumstances of force majeure, the Organizer shall have the right to unilaterally postpone organizing the fair or withdraw from the Contract and return to the Exhibitor the rental charge for the exhibition space, from which a registration fee of 275 euros has been withheld as well as the cost of the works performed / services provided according to the fees specified in the price list and agreed upon. If the organizing of the fair is only partially hindered due to circumstances of force majeure, the rental charge for the exhibition space shall not be returned.

## **18. CLAIMS**

18.1. The Exhibitor shall have the right to submit claims in writing or in a format which can be reproduced in writing to the contact details of the Organizer in 3 (three) days at the latest after becoming aware of the fact. Any claims submitted later shall be deemed to be out-dated and shall have no legal consequences.

18.2. The Contract and performance of the Contract shall be subject to the legislation of the Republic of Estonia. Any disputes shall be attempted to be settled by way of negotiations; in case of failure to reach agreement, the disputes shall be settled at Harju County Court according to the laws of the Republic of Estonia.