

## TERMS of PARTICIPATION OF INTERNATIONAL TRAVEL TRADE FAIR "TOUREST 2024"

### 1. ORGANIZER OF THE FAIR

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

### 2. DATE AND PLACE OF THE FAIR

February 08 - 10, 2024

Estonian Fairs AS fair centre (hereinafter as Fairs), Pirita tee 28, 12011 Tallinn, Estonia

#### **International travel trade fair Tourest 2024 (hereinafter as the fair) is open:**

February 08, 2024 from 10 AM to 6 PM

February 09, 2024 from 10 AM to 6 PM

February 10, 2024 from 10 AM to 6 PM

Entry to the fair is by ticket.

#### **Transport, mounting, exhibition layout and enter of Exhibitors:**

February 05, 2024 from 9 AM to 9 PM

February 06, 2024 from 9 AM to 9 PM

February 07, 2024 from 9 AM to 9 PM

February 08, 2024 from 9 AM to 7 PM

February 09, 2024 from 9 AM to 7 PM

February 10, 2024 from 9 AM to 9 PM

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

February 11, 2024 from 9 AM to 6 PM

February 12, 2024 from 9 AM to 6 PM (Hall D, C)

The presence of exhibitors in the exhibition centre outside the mentioned hours is possible with prior agreement and for a additional fee, which is paid to the Fairs representative.

### 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 is on the fascia board of the stand, data is published in the Tourest 2024 website.

**The Co-Exhibitors** (hereinafter Co-Exhibitor and also generalized as Exhibitor) are 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. 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.

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

4.1. The Contract is concluded in the Tourest website [www.tourest.ee](http://www.tourest.ee). The contract must be concluded on behalf of the exhibitor by the exhibitor's legal or authorized representative. By signing the contract, the representative confirms that his powers are valid, he has all the rights and consents to conclude the contract, he is not aware of any circumstances that would limit or prevent the conclusion of the contract.

4.2. The contract enters into force and becomes a binding agreement between the Exhibitor (including the Co-Exhibitor) and the Organizer, if it has been duly concluded in the Tourest web [www.tourest.ee](http://www.tourest.ee) and the Exhibitor has paid the registration fee or the rent of the exhibition space in the amount and by the deadline specified by the Organizer.

4.3. Payment for services is made on the basis of invoices. The Organizer has the right to demand payment in advance for each service provided.

4.4. 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.

4.5. The Organizer shall change the name of the recipient of the invoice based on a written application submitted by the Exhibitor. 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.

4.6. 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 0.02% of the outstanding amount per day.

4.7. By entry into the Contract, the Exhibitor shall accept the additional terms and conditions of the Contract by Fairs, which are the general terms of participation; 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 order; rules of catering and trade; rules of waste management, rules for water, drainage and compressed air connections, and any other terms and guidelines made available by Fairs on the website <http://www.fair.ee/for-exhibitors/?lang=en> 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. IDENTITY AND PARKING CARDS

5.1. Each Exhibitor's representative receives an exhibitor's card, which gives the right to stay in the exhibition center at the time specified for exhibitors in accordance with Clause 2 of the Conditions of Participation. The exhibitor's card is personal and non-transferable.

5.2. The exhibitor's parking ticket gives the right to repeatedly enter the territory of the exhibition center, to transport goods to the D, C and BI pavilions and to park in the parking lot of the exhibition center.

## 6. TERM AND TERMINATION OF CONTRACT

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

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

6.2.1. until 17 December 2023 by paying the Organizer a contractual penalty of 100% from the registration fee and the cost of the works performed / services provided as agreed and stipulated in the price list;

6.2.2. from 18 December 2023 to 05 January 2024 by paying the Organizer a contractual penalty of 100% from the registration fee, 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;

6.2.3. from 06 January 2024 by paying the Organizer a contractual penalty of 100% from the registration fee, 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.

6.3. 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.

6.4. 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.

6.5. 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.

6.6. 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.

6.7. 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.

## 7. TRADE FAIR SERVICES AND ADDITIONAL SERVICES

### Exhibition stand construction and design works

7.1. The Exhibitor has the opportunity to order standard stands from the Organizer, the construction and

design of a specially designed stand from Fairs or from a partner of his choice. The Organizer shall deliver the completed exhibition stand to the Exhibitor on 07 February 2024 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 January 26, 2024 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 Fairs, [fair@fair.ee](mailto:fair@fair.ee).

7.2. 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. 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.

7.3. 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 Fairs for the stand design plan, stand structures and materials by 26 January 2024 at the latest.

7.4. 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 Fairs for the construction of stands and the fire safety, occupational health and safety and administration rules made available on the website of Fairs at [www.fair.ee](http://www.fair.ee).

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

7.6. 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 Fairs 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.

#### **Additional services**

7.7. Fairs technical services shall provide different kind of additional services. These services shall be provided based on the Exhibitors orders.

7.8. Any orders for additional services shall be submitted to the Fairs by 26 January 2024 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.

7.9. During the trade fair, a service and information bureau is opened where Exhibitors can order trade fair and secretary services. During the fair's working period (incl. February 5-12, 2024), orders can be submitted only at the fair center, and these orders will include a 50% addition to the price.

7.10. 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.

### **8. 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. – Punane 42, 13619 Tallinn, Estonia; phone +372 611 2860; e-mail: [upex@upex.ee](mailto:upex@upex.ee); [www.upex.ee](http://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 – Pirita 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.

### **9. FIRE SAFETY PRECAUTIONS**

Fairs accepts responsibility for fire safety precautions within the exhibition centre. The Exhibitor commits to fulfil all the orders of the representatives of the Fairs. 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.

### **10. ADVERTISING AND RETAIL SALE**

10.1. 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 involves an additional fee and requires a preliminary agreement with the Organizer.

10.2. 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.

10.3. 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.

10.4. 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:

10.4.1. 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.

10.4.2. 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 and wishes to participate in the trade fair under the conditions established.

10.5. 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.

## **11. RESPONSIBILITY AND INSURANCE**

11.1. Fairs 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 Fairs 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 Fairs shall not be held responsible for any damages to or loss of the Exhibitor's exhibits, constructions, etc.

11.2. The Exhibitor is responsible for the correctness of the data entered by him in the web environment [www.tourest.ee](http://www.tourest.ee), bearing the risk of damage caused by mistakes.

11.3. 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 Fairs 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 to Fairs 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.

11.4. The Exhibitor is responsible for his/her Co-exhibitors registering, fulfilling the conditions of participation and paying invoices. 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 Co-exhibitor participation fee.

11.5. The Exhibitor shall bear full responsibility for the payment of the fair space, stand and ordered

additional services.

11.6. Dismantling of exhibits and/or stands and/or leaving the exhibition area before the end of the opening hours 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.

11.7. In the event of any damages occurring to the property of the Organizer or Fairs, 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.

## **12. MISCELLANEOUS**

12.1. 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.

12.2. 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.

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

## **13. 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.

## **14. CLAIMS**

14.1. The Exhibitor shall have the right to submit claims in written format to 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.

14.2. 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.