

General Conditions of Participation

A. General

1 Scope of the Conditions of Participation

1.1 Persons covered

These Conditions of Participation apply for exhibitors/co-exhibitors as well as for participants/additional participants at trade fairs, exhibitions and congresses. The terms exhibitors/participants and co-exhibitors/additional participants are synonymous in all cases and refer to the respective contracting party of BERNEXPO, depending on the format of the specific event.

1.2 Recognition of the Conditions of Participation

By registering, in writing or online, the exhibitors/participants declare that they acknowledge and accept the General Conditions of Participation as well as the additional legal, technical and commercial conditions contained therein. They must inform and instruct the persons employed by them, the co-exhibitors/additional participants registered by them, and their other aids and auxiliaries accordingly. They assume full responsibility for compliance with the conditions by the participants.

1.3 Matters covered

These General Conditions of Participation apply for participation at trade fairs, exhibitions and congresses with accompanying exhibitions in its own or rented halls, rooms and meeting spaces as well as for presentations on BERNEXPO digital platforms.

The General Conditions of Participation are supplemented by the current version of the "Site regulations", which apply for events held on the premises of BERNEXPO, and the latest version of the "Technical information regarding exhibition halls" of BERNEXPO.

In addition, specific terms and conditions of participation in the trade fair apply for individual events. Where the specific conditions of participation deviate from these General Conditions of Participation, the specific conditions take precedence.

1.4 Time covered

BERNEXPO reserves the right to make changes to the website, rules and conditions, including these General Conditions of Participation, at any time.

The General Conditions of Participation written in German and in force at the time of the registration for participation in an event shall apply, unless there is a change to these Conditions as a result of a legal or official order.

1.5 General terms and conditions of exhibitors/participants

The application of general terms and conditions of exhibitors/participants is excluded. The corresponding clauses in such documents shall not apply.

2 Registration

2.1 Exhibitors/participants

Exhibitors/participants pursuant to these Conditions of Participation are people, companies and organisations on whose behalf the binding registration is carried out.

Registration is carried out online via the Online Service Center (OSC) of BERNEXPO or by submitting a duly signed PDF or printed registration form to BERNEXPO. It is binding for the registered exhibitors/participants. The online registration shall also be valid without a signature and/or company stamp by submitting the form via the OSC. Additional clauses and conditions (e.g. exclusion of competition clauses) imposed by exhibitors/participants are not permitted. Such clauses and conditions inserted in the registration form shall only be legally valid if they are expressly confirmed by BERNEXPO in writing.

2.2 Co-exhibitors/additional participants

Co-exhibitors/additional participants are people, companies or organisations that are included in the exhibition of an exhibitor/participant in any form, including addresses, exhibits, brochures, a physical or digital presence or in any other form whatsoever. If an exhibitor/participant intends to allow a co-exhibitor/additional participants to participate at its exhibition, the exhibitor/participant must register such co-exhibitors/participants via the online registration. After receipt of the login data, the co-exhibitors/additional participants will be able to log in for the duration of the registration period. BERNEXPO has the final say over whether such co-exhibitors/additional participants will be permitted. In all other respects, the rights and obligations of the co-exhibitors/additional participants are based on the respective terms and conditions of participation in the trade fair.

Each co-exhibitor/additional participant must pay a surcharge pursuant to the respective terms and conditions of participation in the trade fair.

2.3 Binding nature of the registration/agreement

The registration is binding until dispatch of the booth confirmation or, in the case of a hybrid or digital exhibition, the confirmation of participation by event management. A withdrawal fee will be charged if the registration is withdrawn prior to this, provided such a fee is specified in the respective terms and conditions of participation in the trade fair.

If the online registration process is used, exhibitors/participants will receive an automatically generated e-mail. This e-mail is solely for technical control of the transmission of the online registration and does not serve as confirmation of the booth/participation.

The lease agreement between exhibitors/participants and event management becomes legally binding when event management sends the booth/participation confirmation. If the terms of the confirmation deviate from the terms of the registration by the exhibitor/participant, the contract shall be concluded pursuant to the terms of the confirmation. In such cases, the exhibitor/participant may withdraw the registration in writing within two weeks after receipt of the confirmation. A withdrawal fee will be charged if the registration is withdrawn, provided such a fee is specified in the respective terms and conditions of participation in the trade fair.

Requests for specific placement of the exhibition will be accommodated when possible. However, the inability to accommodate special requests or a different placement of the exhibition do not result in a right to withdraw the registration.

2.4 Participation

Event management has the sole and final say over whether participation is permitted. Such decisions do not need to be justified.

Event management is authorised to revoke permission to participate if such permission was granted on the basis of false or incomplete conditions or information or if the conditions for participation are subsequently no longer met. Exhibitors/participants have no claims to reimbursement of any payments that may have been made already. Moreover, it must compensate BERNEXPO for any expenses the latter has incurred.

2.5 List of exhibitors, publications

The exhibitor/participant is aware that event management generally publishes one list of exhibitors per event. In individual cases, the exhibitor/participant may be listed in other publications as well, along with their services and products.

By signing the registration, the exhibitor/participant consents to the use of the registration information it provides in this context.

Event management has the sole right to publish a trade fair catalogue, irrespective of the publication medium. The exhibitor/participant shall provide its information truthfully and at its own responsibility. Event management assumes no liability for the accuracy of the exhibitor's/participant's information or for any errors or omissions in the publications.

3 Withdrawal

If, after receiving confirmation of the booth/participation and after the deadline of two weeks pursuant to Art. 2.3(3), the exhibitor/participant chooses not to participate, it shall pay the full fee pursuant to the registration and any ancillary costs.

Additional charges may be assessed for services that are planned but not utilised.

If the exhibitor/participant reduces the scope of the order after dispatch of the booth/participation confirmation by event management, it shall nevertheless pay the full fee pursuant to the registration as well as any ancillary costs and additional expenses incurred for the service package that was intended but not utilised.

In the event of a withdrawal, co-exhibitors/additional participants must pay the full surcharges and any other costs that are incurred.

4 Cancellation of the event

BERNEXPO may cancel an event without payment of compensation prior to dispatch of the booth/participation confirmation.

5 Cancellation or suspension of the event

After dispatch of the booth/participation confirmation, an event may be cancelled entirely or suspended if there are circumstances that make continuing the event as planned impossible for event management and which neither the exhibitor/participant nor event management could have foreseen and for which event management is not responsible. Such circumstances include, in particular, political and economic events, official orders, the revocation of permits and force majeure.

In such cases, there shall be no liability on the part of event management. Costs and expenses incurred by event management shall be charged to the exhibitor/participant.

6 Postponement of the event, change of format

Moreover, after dispatch of the booth/participation confirmation, an event may be postponed or carried out in modified format if there are circumstances that make continuing the event as planned impossible for event management and which neither the exhibitor/participant nor event management could have foreseen and for which event management is not responsible. Such circumstances include, in particular, political and economic events, official orders, the revocation of permits and force majeure.

In such cases, there shall be no liability on the part of event management. Costs and expenses incurred by event management shall be charged to the exhibitor/participant.

7 Compliance with instructions

BERNEXPO is authorised to issue instructions related to general operational matters, for example, in connection with conduct based on official orders for dealing with the COVID-19 pandemic. The exhibitor/participant is obliged to comply with such instructions. If the exhibitor/participant fails to comply with such instructions, BERNEXPO may, after providing a warning that goes unheeded, eject the exhibitor/participant from the exhibition site. The exhibitor/participant will not be entitled to reimbursement in such cases.

8 Protection against third-party rights

Exhibitors/participants are obliged to respect third-party intellectual property rights and to act in good faith. Goods and services may not be exhibited, offered or advertised in a manner that breaches third-party rights.

If a third party objects to the presentation of an exhibitor/participant and maintains that it has a better right, the exhibitor/participant shall be required to demonstrate its right immediately and in a conclusive manner by providing documentation. Otherwise, BERNEXPO may exclude the exhibition materials or, where applicable, the advertising for such product or eject the exhibitor/participant from the event. BERNEXPO may block access to the exhibitor's/participant's digital exhibition for both the exhibitor/participant and visitors. In such cases, the exhibitor/participant shall not be entitled to compensation and shall hold BERNEXPO harmless.

9 Data protection notice

The data provided by exhibitors/participants will be recorded and stored in the BERNEXPO database. It will be used for the business purposes of BERNEXPO, in particular the agreement, and for information and advertising purposes. The data will not be used in any other way. In particular, it will not be shared with third parties. As an exception to the foregoing clause, the data will be shared with external service providers working on behalf of BERNEXPO. In addition, the data protection statement of BERNEXPO applies. The data protection statement can be accessed at www.bernexpo.ch/legal.

10 Notifications, electronic data transmission

Notifications to the exhibitor/participant will be sent either in paper form or via electronic transmission to the address specified by the exhibitor/participant.

Electronically transmitted notifications sent by both parties, receipt of which is expressly or automatically confirmed by the recipient, or which are sent in the overall context of an e-mail exchange, shall be considered correspondence that is equivalent to the written form in terms of the content of the declaration.

11 Rates, payment conditions

11.1 Prices

The rates applicable at the time of registration apply for the prices. Value added tax at the legally defined rate will be charged in addition to the aforementioned prices.

11.2 Payment terms

Invoices, including deposit invoices, are due without any reductions within 30 days after dispatch of the invoice, unless there are different payment terms.

11.3 Advance payment

Where the exhibitor/participant is obliged to make an advance payment, the invoice must be paid in full before the commencement of the invoiced services.

11.4 Offsetting of booth rental and additional costs

The participation fee (booth rental) will be invoiced before the start of the event. Event management will issue a deposit invoice for the costs of the technical services ordered by the exhibitor/participant or by the co-exhibitor/additional participant in the amount of the expected costs.

After the end of the event, event management will send a final invoice. This includes all costs, taking account of any advance and/or partial invoices that have already been issued.

No discount is granted for timely payment of the invoices. If invoices are issued to a third party at the instruction of the invoice addressee, the invoice addressee will nevertheless remain jointly and severally liable for the full amount.

12 Applicable law

These General Conditions of Participation are subject exclusively to Swiss law.

13 Place of performance

The place of performance is Bern.

14 Jurisdiction

The exclusive place of jurisdiction is Bern.

B. “Live” format**15 Exhibition materials**

The exhibition materials must be described precisely in the registration (where required), including brands, where applicable, and in particular, brand names, etc. In particular, the registration must indicate the type of article and how it will be used. Event management has the sole and final say as to whether the exhibition materials may be used.

16 Subleasing/exchange of booth locations

The allocated booth location may not be exchanged with another exhibitor without the consent of event management. Subleasing the booth is not permitted.

17 Exclusion of exhibition materials and exhibitors

Unregistered or unauthorised exhibition materials may not be exhibited. Event management is authorised to instruct the exhibitor to remove such materials from the booth or the exhibition premises and, after providing a warning that goes unheeded, eject the exhibitor from the exhibition site. In general, exhibition materials may not be changed for the entire duration of the exhibition. Exceptions may be authorised by event management if prior notice is submitted.

Event management is authorised to take all measures it deems necessary to ensure an orderly exhibition. Those who do not follow the instructions of event management may, after being provided with a warning that goes unheeded, be excluded from participating in an event.

If an exhibitor does not meet its payment obligations in a timely manner, event management may, after providing a warning that goes unheeded, refuse access to the premises, immediately have the booth cleared at the exhibitor's expense and exercise its right of retention and keep the exhibition materials and the booth equipment and, after providing prior written notice, store them at the client's expense or sell them.

Event management is authorised to carry out the measures to enforce its instructions, after providing an warning that goes unheeded, at the expense and risk of the exhibitor in default or to have them carried out by a third party.

The affected part and third parties shall have no entitlement to compensation.

18 Booth equipment, assembly and dismantling, design/support

18.1 Halls and space assignment

Event management expressly reserves the right to change booth locations, even after invoicing.

18.2 Booth design

Subject to the provisions of the “Site regulations”, the design of the booths is left to the exhibitor. In addition, statutory and official regulations must be observed and complied with. The booths must be modified to fit in with the overall look and overall plan of the respective event.

18.3 Booth equipment

All desired booth equipment must be ordered exclusively via the Online Service Center (OSC) for service bookings. If additional forms are necessary, these will be provided by the OSC. A sketch showing the placement of the equipment being ordered must be included with these orders, otherwise they will be placed at the discretion of event management. Work cannot be carried out without a corresponding order.

18.4 Booth opening hours

Exhibitors are obliged to exhibit their goods during the official opening hours of the exhibition and to keep booths staffed at all times.

18.5 Booth dismantling

The booth location must be left in the same condition as it was found. The exhibitor is responsible for damages, changes and waste material. No liability will be assumed for exhibition materials that are not removed in a timely manner. Storage fees may be charged for exhibition materials that are not removed in a timely manner.

19 Monitoring

The exhibition premises (halls and outdoor areas used for the exhibition) will be monitored. Event management is not responsible for losses and/or damages to booths and exhibition materials.

In general, monitoring and overseeing the booth is the exhibitor's responsibility, including during assembly and dismantling times. Event management is only responsible for general oversight of the exhibition premises. After consulting with event management and at its own expense, the exhibitor may initiate additional monitoring measures.

20 Liability, insurance

Event management is not responsible for losses and/or damages to booths and exhibition materials.

All exhibitors are obliged to conclude insurance against fire, water damage, transport damage, damages and petit larceny for the booths and exhibition materials. The insurance may be concluded via the general policy of BERNEXPO.

If an insurance application is not submitted and the exhibitor does not take out insurance via the general policy, even after a reminder to do so, an insured sum of CHF 20,000 will automatically be taken out via the general policy. The insurance premium will be invoiced to the exhibitor.

C. “Digital” format

21 Services of BERNEXPO

BERNEXPO outlines its services in the trade fair documentation in modular form and offers them to participants as service packages. The outline in the trade fair documentation and the participant’s registration are binding for the services to be provided by BERNEXPO in individual cases.

22 Responsibility of the participant

The participant must, at its own expense, ensure that it meets the technical conditions for its event participation. In particular, it must ensure – if it plans an online presentation – that it meets all conditions necessary for its presentation to be carried out on time and seamlessly in the framework of the web conferences.

23 Content of the digital exhibition

The participant is responsible for the content presented in its digital exhibition. Discriminatory, extremist, racist and other activities and statements that violate common decency are not permitted. BERNEXPO may block access to the platform for participants and visitors if such unauthorised materials are not removed immediately by order of BERNEXPO. The participant will hold BERNEXPO harmless if claims are asserted by injured parties.

24 Attendance times

Interactive offerings, such as chats and similar media that require the presence of the participant’s employed must be staffed during the hours specified in the event documentation.

25 Recording

BERNEXPO has the right to record and save data on the event platform.

If material such as talks, presentations, etc., are recorded to which the participant or a third party designated by it holds the copyright, BERNEXPO will receive a non-exclusive right to use the recorded material in its own name for advertising purposes for an unlimited period of time and at no charge. The name of the author must be specified when the material is used.

If the author uses copyright-protected works in their presentation, they must ensure that they are authorised to do so and, furthermore, that they are able to authorise BERNEXPO to use these works as part of the use of the recorded material.

26 Data protection

If the participant collects data from visitors, the participant will be fully responsible for compliance with the relevant data protection provisions. BERNEXPO will in no way be liable for breaches of data protection provisions by participants, even if the data was collected with the help of BERNEXPO technical systems. The participant will hold BERNEXPO harmless for claims asserted against BERNEXPO by injured parties.

See also section 9 above and the data protection statement, which can be accessed online at www.bernexpo.ch/legal.

D. “Hybrid” format

27 Relevant provisions

The above provisions Section B and Section C also apply analogously for events that include both live and digital elements.

E. Change of format and postponement

28 Conditions

An event can only be postponed or the format changed if the conditions specified in section 6 above apply.

29 Adjustments

If the conditions are met, BERNEXPO is authorised to refrain from carrying out the event in the planned format and, at its discretion, either postponing the event or planning and carrying it out in another format, provided it is not cancelled.

In such cases, BERNEXPO will attempt to offer the exhibitor/participant adequate replacement products for the event at another time or in an alternative format.

30 Rights of the exhibitor/participant

In such cases, BERNEXPO will present the exhibitors/participants with the event in its new form and inform them which services it will provide to the individual exhibitor/participant based on its registration under the new conditions.

Subject to different rules regarding cancellation in the terms and conditions of participation in the trade fair, the cancellation provisions of section 3 (Withdrawal) will apply in such cases.