

GENERAL REGULATIONS - ITU Telecom World 2018

EVENT ORGANIZATION

Article 1: Organizer

ITU Telecom World 2018 (hereinafter "Event") is organized by the International Telecommunication Union (hereinafter "ITU"). The Exhibitor recognizes that no rights or benefits are granted other than those mentioned herein.

Article 2: Location and Dates

The Event will be held at the Durban International Convention Centre, Republic of South Africa (hereinafter "Venue"), from 10 to 13 September 2018. ITU shall be solely and exclusively entitled to determine the dates and opening hours of the Event, and any related schedules and deadlines regarding the Event.

Article 3: Nature of Activities

Exhibitors may only promote, display or advertise their own products or services related to the peaceful aspects and uses of information communications technology and related technologies.

Article 4: Registration and Entrance Fees

- 4.1 ITU has the sole right to authorize entrance registration and identification of all categories of attendees (hereinafter "Attendees") and/or otherwise allow authorized persons to access the Event.
- 4.2 ITU has the sole right to decide whether an entrance fee shall be requested from Attendees to any part of the Event and to determine and charge the amount of any such entrance fee(s).

CONDITIONS OF PARTICIPATION

Article 5: Contract (Binding Effect; Amendment)

Applicants (hereinafter "Applicants") wishing to exhibit at the Event and whether applying as a Pavilion Coordinator (**Article 9** below) or otherwise, must duly complete the Exhibitor Contract (hereinafter "Contract") which shall be legally valid and binding on ITU and the Applicant subject to both valid signature by the latter and written acceptance by ITU; such written acceptance by ITU shall constitute the conclusion of a legally binding contract between the Applicant and ITU, whereupon the Contract shall come into force and the Applicant shall be deemed and referred to as an Exhibitor (hereinafter "Exhibitor"). ITU reserves the right to refuse any application and its decision shall be final. Part or full payment of the fee(s) (hereinafter "Fees") stated on the Contract does not guarantee that ITU will accept the application. In the event of ITU refusing any application, any and all payment(s) made to ITU prior to rejection of application will be refunded to the Applicant. No modification of the Contract shall become legally binding unless agreed in writing by ITU.

Article 6: Rental Space

Rental Space shall mean the total gross space, and pre-constructed provisions of Rental Space as defined in Annex A to the Contract, allocated to the Exhibitor by ITU at the Event under the terms of the Contract. ITU has the sole and exclusive authority to allocate and sell Rental Space and reserves the right to modify and/or relocate the layout of Rental Space including, but not limited to, positioning of aisles, corridors, etc.

Article 7: Exhibitor

Only the Exhibitor duly identified in the Contract is entitled to promote its products and services in its Rental Space, subject to the provisions of **Article 3** above. Rental Space duly allocated by ITU to an Exhibitor may not be sublet, transferred or assigned by an Exhibitor.

Article 8: Co-Exhibitor(s)

Notwithstanding **Article 7** above, an Exhibitor may request permission for another entity(ies) to share its Rental Space on a co-exhibiting basis (hereinafter "Co-Exhibitor(s)") by completing and submitting the **Co-Exhibitor Registration Form** which, once signed by the Exhibitor and accepted by ITU, shall become legally binding. Should ITU accept the Co-Exhibitor Registration Form, the Exhibitor shall be exclusively responsible for:

- 8.1 ensuring payment to ITU of the total Fees due for the total Rental Space as specified in the Contract;
- 8.2 ensuring full payment to ITU of a Co-Exhibitor fee (hereinafter "Co-Exhibitor Fee(s)") valued at five hundred Swiss francs (**CHF 500**) in respect of each Co-Exhibitor, subject to the application of **Article 13.2**;
- 8.3 ensuring the settlement in full of any and all charges, costs or fees, for all goods and services, due to third parties in relation to the Rental Space, for which ITU shall not be contractually or financially responsible in any way whatsoever;
- 8.4 ensuring distribution of a copy of these General Regulations and any applicable update(s) to each Co-Exhibitor, as well as all further instructions from ITU, and ensuring their compliance therewith.

Article 9: Pavilion(s), Pavilion Coordinators and Pavilion Members

A Pavilion shall mean any Rental Space representing a geographical region or industry sector theme (hereinafter "Pavilion"). A Pavilion representing a geographical region may comprise a hospitality/meeting area as well as a demo area shared by a group of companies. Pavilions representing an industry sector theme must be shared by a group of companies (minimum four). Any Exhibitor entering into a Contract with ITU to organize a Pavilion shall be considered by ITU as the Pavilion Coordinator (hereinafter "Pavilion Coordinator") and shall be exclusively responsible to ITU for:

- 9.1 payment of the total Fees due as specified in the Contract;
- 9.2 the allocation of space inside the Rental Space to exhibitors participating in the Pavilion (hereinafter "Pavilion Member"), in accordance with these General Regulations;

- 9.3 submitting a completed **Pavilion Member Registration Form** for each Pavilion Member. ITU reserves the right to refuse the participation of any Pavilion Member;
- 9.4 for Pavilion Coordinators contracting raw space as part of their Contract, the entire organization of the Pavilion and ensuring the settlement in full of any and all charges, costs or fees, for all goods and services, due to third parties in relation to the Rental Space, for which ITU shall not be contractually or financially responsible in any way whatsoever;
- 9.5 ensuring distribution of a copy of these General Regulations and any applicable update(s) to all Pavilion Members, as well as all further instructions from ITU, and ensuring their compliance therewith.

Article 10: Publishers

All publishers and media companies are invited to exhibit in a special area of the Venue designated by ITU, and they may also choose to exhibit as Co-Exhibitors or as Pavilion Members.

Article 11: Exhibitor Identification

- 11.1 Exhibitor identification shall include all means of written and visual identification of the Exhibitor in connection with the Event including, but not limited to, legal or company name and corporate logo and national emblem.
- 11.2 The Exhibitor must obtain ITU's prior written approval for all and any Exhibitor Identification comprising a legal and/or company name other than that stated in the Contract.
- 11.3 **Articles 11.1 and 11.2** above shall also apply to Co-Exhibitors and Pavilion Members.

FINANCIAL CONDITIONS

Article 12: Financial Conditions

- 12.1 Fees, Payment Schedule and all and any applicable financial terms and conditions shall apply as stipulated in the Contract, unless otherwise approved by ITU in writing.
- 12.2 All Fees and Co-Exhibitor Fees shall be invoiced and charged in Swiss francs. All payments must be made to ITU in Swiss francs, unless otherwise agreed to by ITU in writing.
- 12.3 Timely payment of the total Fees in accordance with the Payment Schedule in the Contract is a precondition for the Exhibitor's use of the allocated Rental Space, including stand assembly, for provision by ITU of any and all associated rights and benefits, and for issuance of Exhibitor's access passes to the Event.

Article 13: Co-Exhibitor Fee(s)

- 13.1 A Co-Exhibitor Fee of five hundred Swiss francs (CHF 500) shall be charged for each entity accepted by ITU as a Co-Exhibitor. The Exhibitor shall be exclusively responsible to ITU for full payment of the Co-Exhibitor Fee(s).
- 13.2 ITU shall waive the Co-Exhibitor Fee for a maximum of three (3) Co-Exhibitors per Exhibitor, provided that the following criteria are cumulatively met: (a) the Exhibitor is a member-serving organization (business association, trade organization, etc.); (b) each Co-Exhibitor is a legal entity and a member of the Exhibitor; and (c) the Exhibitor's Participation Package is that of an Independent Stand ("space only" or "turnkey") not bigger than 50m².

Article 14: Payments to Third Parties

The Exhibitor shall be responsible for the settlement in full of any and all charges, costs or fees for any goods and services due to third parties in relation to the Rental Space, for which ITU shall not be contractually or financially responsible.

Article 15: Cancellation/Change

- 15.1 As soon as the Contract comes into force, an Exhibitor is required to pay the total amount of the applicable Fees according to the applicable Payment Schedule. Should the Exhibitor either cancel its entire Contract, and/or change its Contract that results in a reduction in the total value of the Fees, ITU shall be entitled to one hundred percent (100%) compensatory payment from the Exhibitor for the total applicable Fee(s) due prior to any cancellation, reduction, and/or change.
In the event of such cancellation, reduction, and/or change of the Contract by the Exhibitor, any and all associated benefits shall be modified by ITU accordingly, at its sole discretion.
- 15.2 As soon as ITU has given written acceptance to an Exhibitor for a Co-Exhibitor to share its Rental Space, the Exhibitor is required to pay the total amount of the Co-Exhibitor Fee, even if the Co-Exhibitor decides not to take part, or is unable to take part, in the Exhibition.

RENTAL SPACE ORGANIZATION

Article 16: The Online Manual (hereinafter "Manual")

Exhibitors will be provided access to an Online Manual, which shall contain general instructions to facilitate participation in the Event. These instructions include, but are not limited to, construction regulations and order forms for Exhibitor services. ITU is not liable for any damages, costs or losses resulting from unauthorized use of the Manual. Exhibitors shall be responsible to comply with all rules, regulations and instructions contained in the Manual.

Article 17: Rental Space Construction

- 17.1 Exhibitors who have contracted raw space are responsible for the entire design, construction, waste removal and safety of all elements within the Rental Space, which must comply with all relevant rules and technical regulations included in the Manual. Such Exhibitors are permitted to contract a contractor of their choice and must register the contractor using the applicable form in the Manual.
- 17.2 Exhibitors who have contracted a Turnkey Stand or Workstation Participation Package acknowledge and agree that ITU shall retain all decision-making power and authority in connection with the conceptualization, design, construction, setup, assembly and dismantling of such Turnkey Stands/Workstations including, without limitation, the selection and engagement of any third parties to provide goods or services to ITU in connection with any of the foregoing. The Exhibitor shall provide layout and branding requirements to the contractor no later than four weeks prior to the start of the Event. In case of non-compliance by the Exhibitor with such deadline, neither ITU, nor the contractor nor any other third party shall be responsible for any elements of the requirements which are not provided and a default solution shall be installed in lieu of such elements and/or requirements. Any customization to be discussed directly with the contractor; and additional expenses of customization to be born entirely by the Exhibitor and paid directly to the contractor.
- 17.3 **Construction and Branding Regulations**
Exhibitors are responsible for keeping the design, construction and related activities with no showy corporate branding and flashy rivalries.

Article 18: Assembly/Move-In and Dismantling/Move-Out Periods

Dates and access hours for assembly and dismantling of Exhibitors' own constructions, and move-in and move-out of pre-constructed Rental Spaces and meeting facilities/rooms/suites, will be specified in the Manual. All and any requests for entitlement to additional dates/hours which fall outside of those specified must be submitted by Exhibitors in writing for ITU's prior written approval. Exhibitors will be exclusively and solely responsible for all associated costs.

Article 19: Removal of Abandoned Articles

Any materials and/or articles not removed by the final day/hour of the applicable dismantling or move-out period will be removed by ITU at the sole expense and risk of the Exhibitor concerned.

CONDUCT OF THE EVENT**Article 20: Demonstrations and Aisle Obstructions**

20.1 Exhibitors may only organize demonstrations within the boundaries of their Rental Space in such a way that does not block any part of the surrounding aisles or adjoining facilities. Such demonstrations shall be limited to issues of information communications technologies and/or related technologies and shall observe the noise restrictions referred to in **Article 23** below.

20.2 Exhibitors shall ensure at all times that there are no structures or obstructions protruding from their Rental Space which encroach the surrounding aisles or adjoining facilities, or that are dangerous or hazardous to safety. ITU reserves the right to remove any obstruction or safety hazard, wherever located. The costs of such removal shall be borne entirely by the Exhibitor.

Article 21: Materials, Advertising and Market Research Activities within the Venue**21.1 Official Publications**

ITU has the sole right to produce, publish and distribute the Official Publications for the Event, or to grant the right to produce, publish and distribute Official Publications for the Event. ITU shall not be responsible for any error or omission in the Official Publications and Exhibitors shall not have any right to claim for compensation for any such errors or omissions.

21.2 Exhibitor Materials and Advertising

The Exhibitor shall only promote, display, distribute or advertise its **own** materials (brochures, circulars, CD-ROMs, USB keys), products and/or services from within its Rental Space, and/or meeting facilities/rooms/suites allocated by ITU if part of the Contract offer **only** or through advertising space sold specifically for this purpose. Such activities cannot be conducted in any other area of the Venue. Advertising not related directly to the Event is strictly forbidden.

21.3 Exhibitor Market Research Activities

The Exhibitor shall only conduct market research activities from within its Rental Space, and/or meeting facilities/rooms/suites allocated by ITU and not in any other area of the Venue.

21.4 National Emblems

Any use or display of national emblems within the Venue must obtain ITU's prior written approval.

21.5 Sweepstakes, Tombolas and Competitions

Exhibitors wishing to organize sweepstakes, tombolas and competitions within their Rental Space, meeting facilities/rooms/suites allocated by ITU, or to award prizes, must relate prizes awarded for such sweepstakes, tombolas and competitions to telecommunications and/or related technologies and must obtain prior written authorization from ITU.

Article 22: Cash and Carry Selling

Unless authorized by ITU, Exhibitors shall not be permitted to sell, on a cash and carry basis, any products or services during the Event. If authorized by ITU, the Exhibitor shall be solely responsible to ensure compliance with all the applicable laws and regulations and payment of costs and taxes.

Article 23: Noise Levels

Noise levels within the Exhibitor's Rental Space, meeting facilities/rooms/suites allocated by ITU shall not exceed **55 decibels**, or interfere with the conduct of business of neighbouring Exhibitors, nor the overall conduct of the Event. ITU reserves the right to enforce compliance by forbidding performances, presentations, etc., or by cutting the power supply to sound equipment.

Article 24: Rental Space Staffing

24.1 The Exhibitor shall ensure that its Rental Space is staffed during the Event Exhibition hours each day.

24.2 No goods, materials or fittings may enter or leave the Venue, or be removed from the Rental Space, after the end of the applicable assembly period or move-in period, and before the start of the applicable dismantling or move-out period, without the prior written approval of ITU.

Article 25: Photography and Filming

25.1 Exhibitors and any third party appointed by them may not, directly or indirectly, record, photograph or draw any elements of the Event, or use, reproduce, modify, distribute or sell any such recordings, photographs or drawings in each case, and in any way, without obtaining the prior written authorization of ITU and the Exhibitors concerned.

25.2 ITU may, directly or indirectly, record and photograph the Event. ITU shall have the right to use, reproduce, modify, distribute and sell any and all such recordings and photographs for any proper purpose as ITU may determine, in its sole discretion.

FINAL PROVISIONS**Article 26: Liability and Insurance**

26.1 Exhibitors shall be exclusively liable for any damage, destruction, theft, loss, injury and/or death caused by Exhibitors or their respective employees, agents or contractors to the Venue or to any property, materials, equipment, facilities, goods or persons within the Venue. Exhibitors may be required to pay a refundable deposit to cover any such damage, destruction, theft, loss, injury and/or death. Details will be included in the Manual. Exhibitors shall indemnify, defend and hold harmless ITU and its employees, contractors, agents and representatives from and against any and all actions, claims, liabilities, obligations, fees, costs and expenses (including, without limitation, attorneys' fees) arising from or relating to any such damage, destruction, theft, loss, injury and/or death.

26.2 Each Exhibitor must be fully insured with general liability insurance against all risks, including fire, theft and third party liability, and must supply written proof of such insurance to ITU upon ITU request.

- 26.3** ITU declines all responsibility for the loss, disappearance or theft of any goods, materials or fittings belonging to the Exhibitor (including Exhibitors inside Pavilion(s)) and/or Co-Exhibitors. ITU shall not be liable for any damage caused to any exhibits, goods, equipment, or persons for whatever reason.
- 26.4** ITU expressly disclaims any representations and warranties, whether express or implied, concerning any property, materials, equipment, furniture, facilities, goods and/or serviced provided by or on behalf of ITU under the Contract including, without limitation, any representations and warranties regarding their respective condition, merchantability, and fitness for a particular purpose or use.
- 26.5** ITU shall have no liability or obligation to an Exhibitor or any third party arising out of or relating to the failure or delay by the Exhibitor to pay the total Fees to ITU as and when due and/or to perform any of Exhibitor's obligations under the Contract in accordance therewith.

Article 27: Title and Logo

The name, title and logo of ITU and of the Event are the sole property of ITU and shall not be used by the Exhibitor without the prior written authorization of ITU. Notwithstanding, any use of the Event name, title and/or logo shall be permitted only if such use is in accordance with the conditions for use of the logo, available upon request from ITU, and solely in connection with promotional activities relating to the Event.

Article 28: Change of Venue, Location, Dates and Hours

ITU reserves the right, at any time, to change the Venue, location and/or the dates of activities and/or the Event and/or to modify the opening and closing hours. It is expressly agreed that any such action shall not give rise to any claim for compensation by the Exhibitor.

Article 29: Cancellation of the Exhibition and/or the Event

If the Exhibition and/or the Event cannot take place, for whatever reason, ITU shall have the right to cancel any Contracts. In the case of cancellation of the Exhibition and/or the Event, ITU shall refund the Exhibitor all amounts of Fees paid by the Exhibitor to ITU, and any and all amounts paid by the Exhibitor to ITU for the Co-Exhibitor Fee, if applicable. In such an event, it is expressly agreed that cancellation by ITU shall not give rise to any further claim whatsoever by the Exhibitor against ITU, including but not limited to, claim for costs, damages and/or losses incurred in connection therewith. ITU's right to cancel shall be without prejudice to any of the privileges, immunities, facilities and rights to which ITU is entitled.

Article 30: Breach by Exhibitor; Termination for cause by ITU

30.1 ITU reserves the right to terminate this Contract forthwith by notifying the Exhibitor and to dispose of any Rental Space(s) allocated by ITU pursuant thereto if:

30.1.1 The Exhibitor fails to make due payments to ITU in accordance with the provisions of the Contract and General Regulations;

30.1.2 Rental Space(s) remain(s) unoccupied by the Exhibitor two days prior to the start of the Event.

30.2 Any breach by the Exhibitor of these General Regulations or of the instructions of ITU, including the instructions and regulations contained in the Manual, may lead to the immediate termination of the Contract by ITU and the expulsion of the Exhibitor from the Event. The Exhibitor shall remain under obligation to pay any outstanding amounts due to ITU, including full payment of any Rental Space. ITU shall have no obligation to return any amount(s) already paid to ITU prior to such termination.

30.3 The exercise of ITU's termination right under this **Article 30**: (i) shall not give rise to any claim whatsoever by the Exhibitor against ITU; (ii) shall be without prejudice to any other rights to which ITU may be entitled; and (iii) shall not be affected in any way by ITU's waiver or failure to take action with respect to any previous default or breach by the Exhibitor.

Article 31: Settlement of Disputes and Arbitration

Any dispute between the Parties arising from this Contract, or in connection with, the Exhibitor's participation in the Event and/or these General Regulations shall be settled by them directly and amicably through negotiations. In the case of failure of such negotiations, the dispute shall be settled by a sole arbitrator to be nominated at the request of either of the Parties by the Court of Arbitration of the International Chamber of Commerce (ICC). The place of arbitration shall be Geneva. The language of arbitration shall be English. The arbitration shall be carried out in accordance with the Rules of Arbitration of the International Chamber of Commerce, as at present in force. The applicable law shall be Swiss law. The arbitrator's ruling shall be binding and final upon the Parties and any recourse against this ruling to any court or tribunal shall be excluded.

Article 32: Contract and Annexes

All Annexes shall form an integral part of the Contract.

Article 33: Laws and Regulations

It is the Exhibitor's sole and exclusive responsibility to inform itself of and ensure full compliance with all regulations, contained in the Manual, the Venue regulations, as well as any other applicable rules, laws and regulations in relation to the Event. The Exhibitor hereby agrees to indemnify and hold harmless ITU against any and all liability, claims, suits, losses, costs and legal fees caused by, arising out of, or resulting from any act or omission of the Exhibitor regarding its conformity to applicable laws and regulations, including laws related to contractual and extra-contractual liability.

Article 34: Disclosure

The Exhibitor shall not disclose the contents of this Contract to any third parties without prior written approval from ITU.

Article 35: Sharing of Submitted Data

The Exhibitor acknowledges and agrees (and, where applicable, warrants that has acquired all necessary consents from the persons concerned) that ITU shall communicate, when and to the extent necessary, the name, telephone(s) and email(s) of the Exhibitor, as well as the name(s), telephone(s) and email(s) of its Contact Person(s) submitted through this Contract (hereinafter, the "Submitted Data") to certain Event service providers and ITU subcontractors for the purpose of following up with the Exhibitor directly on any required actions from those parties for the implementation of the Contract and for generally enhancing the Exhibitor's experience from participating in the Event.

Article 36: Ethical Business Conduct; Anti-Corruption

The Exhibitor has reviewed the ten principles of the UN Global Compact with respect to ethical business conduct (<https://www.unglobalcompact.org/what-is-gc/mission/principles>) and represents that it complies and will continue to comply with said principles, as well as with any applicable laws and regulations enacted to combat bribery and corruption. The Exhibitor also represents that no official, representative, employee or other agent of ITU has received or will be offered

by the Exhibitor any direct or indirect benefit arising from the Contract or any other contract with ITU or the award thereof, or for any other purpose intended to gain an advantage for the Exhibitor.

Article 37: Matters Not Covered by these General Regulations

ITU shall decide on any matters not covered by these General Regulations and make any changes or additions necessary, including, but not limited to, issuing any technical, safety, building, Venue and any other rules or regulations determined by ITU as applicable, which shall be notified to all Exhibitors in writing, which shall take effect immediately, and which shall form an integral part of these General Regulations.

Article 38: Privileges, Immunities and Facilities

Nothing in or relating to this Contract or any of its Annexes, including without limitation these General Regulations, shall constitute a waiver of the privileges, immunities and facilities which ITU (a specialized agency of the United Nations) enjoys by virtue of the international agreements and national laws applicable to it.

ITU, January 2018