

## 1. WHO MAY EXHIBIT

Persons or companies whose activity is "the production and sale of their wines and/or spirits". They are major players in their sector by virtue of their product range, turnover and business activity at international level.

They should belong to the following categories: wine trading, still wine production, champagne production, spirits production, sparkling wine production, and wine cooperatives. Winegrowers' unions or official organisations involved in the promotion of wines and spirits or in the supply of information to assist the economic growth of the companies mentioned above may also be admitted under certain circumstances.

## 2. WHAT MAY BE EXHIBITED

All wines and spirits that observe all legal and regulatory obligations in force in France and the European Community, in particular relating to AOC labelling.

Any products and advertising related to the making, ageing and consumption of wine and spirits, such as wine cabinets, barrels, glasses or corkscrews, are strictly forbidden.

Any advertising or promotional materials or events outside those officially designated by Vinexpo and those located on the exhibition stands is forbidden within the grounds of the Exhibition Centre e.g. brochure distribution, promotional bags, samples or itinerant representatives explicitly displaying a brand.

## 3. APPLICATIONS FOR ADMISSION

(See Chapter 2 of the General Regulations for Fairs and Exhibitions in France.)

Companies interested in exhibiting should send their registration forms to:

VINEXPO  
Département Commercial  
2, cours du XXX juillet - 33074 Bordeaux Cedex - France

To be valid, forms must be accompanied by a deposit calculated as follows:

A partial down payment for the stand site calculated according to the number of sq. m. of space requested, (VAT at 19.6%). Rates and explanatory information can be found on the Registration Form.

Requests should be at least for 16 sq. m.

## 4. EXAMINING APPLICATIONS

Vinexpo examines all applications and selects those who may participate, without being obliged to justify its decisions. In the event of a refusal, Vinexpo will return the deposit to the applicant. If the application is accepted, the applicant is allocated his site only after the layout has been determined. Only applications presented in compliance with Article 3 above will be examined.

## 5. ALLOCATION OF STAND SITES

Vinexpo is responsible for preparing the exhibition floor-plan and allocating sites, while taking into account as far as possible the following factors: exhibitors' wishes, the layout of the stand exhibitors propose to erect, its surface area, the technical constraints relating to buildings and safety, and according to the reception of the applications with their deposits. Vinexpo reserves the right to modify, wherever necessary, the size and layout of the site requested by the exhibitor.

If the surface area of the site allocated is 10% larger or smaller than the surface area requested, or if Vinexpo has expressly accepted reservations and been unable to provide a solution, the applicant shall be entitled to reject the allocation offered and his deposit shall be refunded to him. He must make his refusal known by registered letter, addressed to Vinexpo, within 15 days of receiving the allocation, or risk losing his contractual rights.

Notwithstanding the specific cases mentioned above, refusal of an allocated site shall be construed as a default by the company making the application. On receipt of notification of the allocation of a site, the company is kindly requested to pay Vinexpo the balance outstanding of the participation fee.

## 6. DIRECT AND INDIRECT EXHIBITORS

A Direct Exhibitor is deemed to be a person or company, as defined in Article 1 of these regulations, who has sent a Registration Form to Vinexpo and to whom the latter sends all participation fee invoices for the stand reserved. A Direct Exhibitor may act on his own behalf or as the representative of a group of companies vis à vis Vinexpo. All services and facilities provided by Vinexpo are exclusively invoiced to the Direct Exhibitor and should be paid by him.

A Direct Exhibitor may present at his stand or pavilion the products and written materials (defined in Article 2 above) of the companies which he represents vis à vis Vinexpo, referred to as "indirect exhibitors", provided he sends Vinexpo, for each company as well as his own, the information required for their inclusion in the Official Catalogue, together with the participation fee for each indirect exhibitor. The fee is set in the application form (plus VAT).

A direct exhibitor is entitled to choose the "indirect exhibitors" appearing on his stand or national pavilion. However, six months before the opening of the exhibition, the direct exhibitor must provide Vinexpo with the name or names of the "indirect

exhibitors" who must fulfil the entry conditions stipulated in Articles 1 and 2 of these regulations and which the direct exhibitor must vouch for before Vinexpo. The direct exhibitor is responsible for managing the participation of the indirect exhibitors registered on his stand. Vinexpo reserves the right to refuse admission to any "indirect exhibitors" not complying with these conditions.

## 7. CATALOGUE

The specific conditions are as follows:

Each direct or indirect exhibitor is entitled to one and only one entry in the Catalogue in accordance with the conditions set out in Article 6 of the Vinexpo Regulations.

This entry includes:

- a/ Insertion in the alphabetical exhibitors' directory.
- b/ Insertion in the still wine directory (exhibitors listed by country).
- c/ Insertion in the alphabetical list of still wine brands.
- d/ Insertion in the alphabetical list of champagne brands.
- e/ Insertion in the sparkling wine and ciders directory (exhibitors listed by country).
- f/ Insertion in the spirits and fortified wines directory (exhibitors listed by product).
- g/ Insertion in the other activities directory.
- h/ Insertion in the alphabetical list of exhibitor contacts.

For easier comprehension of the catalogue, Vinexpo reserves the right to pick out the key words in company names (see catalogue registration document or the Indirect Exhibitor's Declaration available in the Interactive Exhibitors' Guide).

## 8. SALES AND TASTINGS

At stands, exhibitors:

- may offer samples and hold free tastings
- may not sell any goods, even samples, nor charge for tastings or receive down payments when orders are taken.

## 9. ARCHITECTURAL REGULATIONS

As regards erection of their stands, exhibitors are required to comply with the provisions in the Vinexpo Architectural Regulations. Specifically, this means that they should send these regulations together with a plan of their stand or national pavilion to their decorator.

## 10. SAFETY PRECAUTIONS

Exhibitors are required to comply with prescribed safety standards, the main provisions of which are set out in the Architectural Regulations.

## 11. INTERACTIVE EXHIBITORS' GUIDE

The Interactive Exhibitors' Guide (GIE) covers all the obligatory formalities and the general information required to make your participation in Vinexpo a success.

The Interactive Exhibitors' Guide is in two parts:

- A free access part with general information:
  - Approved suppliers
  - The facilities provided by the Exhibition Centre
  - The technical manual
  - Transport, handling and delivery
  - Promotional tools
  - On-site services
- A part with access reserved only for exhibitors with a login and password
  - To check over the Registration Form summary
  - Information and layout of the site and its position
  - Information and registration of indirect exhibitors
  - Information and subscription to the catalogue
  - Information and ordering invitation cards
  - Information and ordering badges

Exhibitors must manage all aspects of their participation using the Interactive Exhibitors' Guide.

## 12. DEFAULT BY AN EXHIBITOR

In the event of default by a company whose application has been accepted, the deposit or fees paid shall remain the property of Vinexpo, who may dispose of the site left vacant as they see fit.

## 13. APPLICABLE LAW – COMPETENT JURISDICTION

Relations between Vinexpo and direct or indirect exhibitors are subject to French law. The courts where Vinexpo's head office is located shall have jurisdiction over any dispute relating to establishing, performing or interpreting the agreement between the exhibitors and Vinexpo.

# GENERAL RULES AND REGULATIONS GOVERNING FAIRS AND SHOWS IN FRANCE

## Chapter 1 General Provisions

- 01.01 The present rules and regulations are general and apply to all events organised by Federation members. If necessary, they are supplemented by the special rules and regulations proper to each event, or by a "guide" or exhibitor's manual". By signing their registration application, the exhibitors accept all of the requirements laid down therein as well as all of the ones that might be imposed by special or new circumstances. In addition, they undertake to respect all of the legal and regulatory requirements in effect, and particularly labour legislation. The present rules and regulations, to be displayed on the event premises, are applicable to visitors. The organiser may not be held liable when it applies the stipulations of the present general rules and regulations.
- 01.02 The organiser alone determines the place, the duration, the opening and closing times of the event, the price of the stands, and the admission price as well as the date of closing registrations. It alone determines the categories of persons or companies allowed to exhibit and/or visit the event, as well as the nomenclature of the products or services presented.

## Chapter 2 Registration and Admission

- 02.01 The admission application is to be filed by using the official form drawn up by the organiser, to the exclusion of any others. Neither a request for communication of a registration form, nor dispatch thereof, nor collection on a reservation check is tantamount to registration.
- 02.02 The organiser processes the applications and rules on the admissions. Registration does not become effective until after written confirmation is sent to the exhibitor.
- 02.03 The organiser reserves the right to reject, provisionally or definitively, any registration application that does not comply with the required conditions, either in the light of the stipulations laid down in the official registration form, or in view of the ones contained in the special rules and regulations governing the event, or else in the light of Public Policy or of the defence of certain protected interests.
- 02.04 In particular, reasons for definitive or provisional rejection include incomplete communication of the required information, failure to make payments or provide guarantees required by the organiser, non-observance of prior obligations and in particular of the present general rules and regulations, non-compliance of the applicant or of its products or services with the purpose, spirit or image of the event, the exhibitor's judicial reorganisation, its proven state of cessation of payments, non-obtaining of administrative or judicial authorisations that might be necessary to its presence during the event, the risk of an attack, due to its presence, on the protected interests of consumers and of youth, and more generally on Public Order, the tranquillity of the other exhibitors, or the safety and pleasure of the visitors.
- 02.05 The exhibitor must inform the organiser about any elements or events, occurring or disclosed after its registration, of such nature as to justify reconsideration of its admission in the light of articles 02.03 and 02.04 of the present rules and regulations.
- 02.06 In addition, the organiser reserves the right at any time to request any additional information related to the foregoing and, if appropriate, to reverse an admission decision made on the basis of deceptive or erroneous indications or indications that have become inaccurate.
- 02.07 The down-payment made then remains the property of the organiser, which also reserves the right to take legal steps on behalf of payment of the totality of the price. The right resulting from the registration is personal and non-transferrable. Admission does not create any right to admission to a later event.
- 02.08 In the absence of an exception granted by the organiser on the basis of an explicit request on their part, groupings may exhibit on collective stands only if each business that is a member of the grouping has been admitted individually and has undertaken to pay the registration fees.

## Chapter 3 Registration and participation expenses

- 03.01 The admission application or application is or are, under penalty of immediate rejection, to be accompanied by the first payment set by the organiser. The administrative expenses or registration fees remain the organiser's property, whatever the fate of the admission application may be.
- 03.02 The total amount of expenses for participation in the event become the organiser's property after written confirmation of its admission is sent to the exhibitor. Non-payment of the balance on the stipulated date, or of one of the payments on one of the stipulated dates, shall entail, without any advance notice, forfeiture of the right to exhibit, the down-payment already made irrevocably remaining the organiser's property.
- 03.03 Furthermore the organiser reserves the right to take legal proceedings for payment of the balance of the payable price, in spite of non-participation for any reason whatsoever of the registered exhibitor. In case an exhibitor, for any reason whatsoever, does not occupy its stand on the day of the event's opening, or by the installation deadline set by the organiser, it is considered as having resigned. Without prejudice to any other measures that may be taken, at the exhibitor's risks, the organiser may dispose of the defaulting exhibitor's stand without the exhibitor's being entitled to demand any reimbursement or indemnity, even if the stand is assigned to another exhibitor.
- 03.04 The special rules and regulations for each event may, if appropriate, lay down the procedures and conditions under which the exhibitor may cancel in appropriate cases, even though definitively registered.

## Chapter 4 Assignment of locations

- 04.01 The organiser draws up the event plan and assigns the location.
- 04.02 In the absence of stipulation to the contrary, registration does not grant any right to use of a given location. Participant in previous events does not create any right to the exhibitor's benefit to a given location.
- 04.03 In constitution of the lots and assignment of the locations, the organiser attempts to take account of the wishes expressed by the exhibitor, the nature and interest of the articles or services they plan to present, and the arrangement of the stand they plan to install.
- 04.04 The organiser reserves the right to modify the layout of the surface areas whenever it considers useful in the interest of the event.
- 04.05 If the venue of the event lends itself thereto, the drawings that are communicated and the designation of the lots include dimensions that are as precise as possible.
- 04.06 The organiser may not be held responsible for slight differences that might be noted between the indicated dimensions and the actual ones of the location, or for modifications occurring in the environment of the stands (modification of the neighbouring stands, reconfiguration of the walkways...) as registrations are entered.

## Chapter 5 Installation and conformity of the stands

- 05.01 The "technical guide" or "exhibitor's guide" proper to each event determines the time available to the exhibitor, before the opening of the event, for fitting out its stand and storing there the articles it will need during the event.
- 05.02 The exhibitor is required to comply with the organiser's instructions relative to regulating arrivals and departures of merchandise, particularly with respect to vehicle traffic on the event premises.
- 05.03 The exhibitors or their principals must have completed their installation on the dates and at the times set by the organiser, and after the said dates and times, no packing, equipment, transport vehicles or outside contractors may access, be maintained on or maintain themselves on the event site, for any reason whatsoever and however harmful that may be to the exhibitor's interest.

- 05.04 Each exhibitor or its principal shall see to the transport, reception, and shipment of its parcels as well as to acknowledgement of their contents. All parcels shall have to be unpacked upon arrival. If the exhibitors or their agents are not present to receive their parcels, the organiser shall be entitled to have them stored, unpacked or sent back on its own initiative at the exhibitor's risk.
- 05.05 The installation of the stands must not in any case damage or modify the permanent installations of the exhibition premises, and they must not detract from the convenience or the safety of the other exhibitors and visitors.
- 05.06 Special decoration of the stands is carried out by the exhibitors and on their responsibility. In any event, it must be in compliance with the general decorations of the event, the visibility of the neighbouring stands and the stipulations, if any, in the special rules and regulations and/or the "guide" or "exhibitor's manual" on this point.
- 05.07 In enclosed exhibition spaces, all materials used, including hangings and carpeting, must comply with the rules and regulations, the organiser reserving a permanent right to have any equipment or installations that are not in compliance removed or destroyed.
- 05.08 In addition to, the organiser reserves the right to do away with or modify installations that detract from the general appearance of the event, interfere with the neighbouring exhibitors or visitors, or do not comply with the drawings or particular projects previously submitted.
- 05.09 The exhibitor shall have to be present on its stand at the time of the inspection by the departments responsible for safety, and shall have to comply throughout the event with the safety measures demanded by the authorities or adopted by the organiser.

## **Chapter 6 Occupation and possession of the stands**

- 06.01 It is specifically forbidden to transfer, sublet or exchange, with or without a consideration, all or part of the location assigned by the organiser.
- 06.02 In the absence of written advance authorisation from the organiser, the exhibitor may not display, at its location, any equipment, products or services other than the ones listed in the admission application and conforming to the nomenclature of products or services established by the organiser. In the absence of explicit stipulation to the contrary, presentation and offering of used items are strictly forbidden.
- 06.03 The exhibitor may not, in any form whatsoever, present products or services or to advertising for businesses or contractors that are not exhibitors, except with the organiser's written authorisation in advance.
- 06.04 The stands must be kept in impeccable condition throughout the event, the cleaning of each stand, for the exhibitor's account, having to be carried out every day and having to be completed at the time at which the event is opened to the public.
- 06.05 Bulk packings, the covers used during closing hours, objects not used in stand presentation and the staff's cloakroom must be out of visitors' sight. Conversely, it is forbidden to leave the objects on display covered during the business hours of the event. The organiser reserves the right to remove whatever might cover the objects without being liable, in any way, for damage or losses that might result from such an action. The exhibitors and their employees must display proper behaviour and perfect correctness to the visitors (not bothering the customer or going beyond the stand) and vis-à-vis the other exhibitors.
- 06.06 The stand must be continuously manned, both during the times for which they are opened to the exhibitors (including assembly, deliveries, and disassembly) and during the official opening times for visitors. Non-observance of this provision may entail temporary or definitive exclusion by the organiser.
- 06.07 The exhibitors are not empty their stands and must not withdraw any of their articles before the end of the event, even in case it is extended. Non-observance of this provision, if it occurs, shall be recorded in writing by the organiser, and on that basis it shall be entitled in particular to reject the exhibitor's participation in future events.

## **Chapter 7 Access to the event**

- 07.01 Nobody may be admitted to the event premises without presenting an issued title or being admitted by the organiser.
- 07.02 The organiser reserves the right to prohibit entrance of or to see to the eviction of any person, visitor or exhibitor, whose presence or behaviour is harmful to the safety, tranquillity or image of the event.

- 07.03 "Exhibitor passes" or badges granting the right to enter the event are delivered to the exhibitors under the conditions laid down by the organiser.
- 07.04 Invitations intended for the persons or companies that they wish to invite are delivered to the exhibitors under the conditions laid down by the organiser. Invitations that are not used are not subject to return, reimbursement or exchange.
- 07.05 Distribution and/or sale of the invitations and of the special cards issued by the organiser is strictly forbidden on the premises and in the surroundings of the events. Reproduction or sale of the said invitations and special cards shall be subject to prosecution.

## **Chapter 8 Contact and communication with the public**

- 08.01 The organiser alone has the exclusive right to writing, publication and distribution, with or without a consideration, of the event catalogue. It shall be entitled to grant all or part of the said right as well as the advertising included in the said catalogue. The information necessary for drawing up the catalogue shall be supplied by the exhibitor on their own responsibility and, under penalty of non-publication, within the times laid down by the organiser.
- 08.02 The exhibitor explicitly waives any recourse against the organiser or against the producers or distributors because of the distribution, for the needs of the event, in France and abroad, by way of television, videogram or any other supports (books, brochures), of its image, of the image of its stand, of its trade name, of its trademark, of its staff, of its products or services, and it warrants the organiser against any recourse by its agents, subcontractors and co-contracting parties, undertaking in advance to make the present obligation binding on them.
- 08.03 The organiser reserves the sole right to displays on the premises hosting the event. Hence the exhibitor may use, and only on its own stand, only the displays and trade names of its own house, to the exclusion of any others, this being within the limits of the requirements concerning the general declaration.
- 08.04 Circulars, brochures, catalogues, printed matter, premiums or objects of any nature whatsoever may be distributed by the exhibitors only on their own stand. No prospectus relative to products that are not on display may be distributed without the organiser's written authorisation.
- 08.05 Distribution or sale of newspapers, periodicals, prospectuses, drawing tickets, emblems, or participation forms, even if relating to a charitable work or event, as well as inquiries known as pooling are forbidden, on the premises of the event and its immediate surroundings, in the absence of an exception granted by the organiser.
- 08.06 Any light or sound advertising and any programming, entertainment or demonstrations that could cause crowding in the walkways must be submitted for advance approval by the organiser, which shall be entitled to revoke any authorisation that might be granted in case of disturbance to traffic or to holding the event.
- 08.07 Audible advertising and soliciting are formally forbidden, however they may be carried out. The exhibitors must not in any case obstruct the walkways or encroached on them, without an exceptional, written and advance authorisation issued by the organiser.
- 08.08 The exhibitors must carefully see to fairly informing the public concerning the qualities, the sales conditions and the guarantees concerning their products or services in a complete and objective way conforming to the rules and regulations. They must not do any advertising or carry out any action whatsoever that could mislead or constitute unfair competition.
- 08.09 The exhibitors undertake to present only products, services or equipment in competition with French or European rules and regulations, unless, if the case arises, there is a clear indication of their non-homologation by means of posting a sign. They are fully responsible for this vis-à-vis third parties, and the organiser may not be held liable in any way in this connection because of their doing.
- 08.10 It will be up to each exhibitor to carry out, whenever necessary, the formalities entailed by its participation in the event, particularly in the light of labour regulations, customs requirements with respect to equipment or products coming from abroad, and in connection with hygiene with respect to food products or animal species. The organiser may not be held liable at any time for difficulties that may arise in this connection.

## Chapter 9 Intellectual property and various rights

- 09.01 The exhibitor must see to the intellectual protection of the equipment, products and services it displays (patents, trademarks, models ...), this in accordance with the legal and regulatory provisions in force. The said measures must be adopted before presentation of the equipment, products or services, the organiser declining any liability in this connection, particularly in case of a dispute with another exhibitor or a visitor.
- 09.02 In the absence of agreement within the Société des Auteurs, Compositeurs et Editeurs de Musique (S.A.C.E.M), the exhibitors must deal directly with the S.A.C.E.M if they use music in connection with the event, even for mere demonstrations of sound equipment, the organiser declining any liability in this connection.
- 09.03 Photography (still pictures or films) may be allowed, on the basis of written authorisation by the organiser, on the event premises. A proof of all photographs will have to be delivered to the organiser within two weeks following the end of the event. The said authorisation may be withdrawn at any moment.
- 09.04 The organiser shall be entitled to prohibit photography by visitors.
- 09.05 Photography of certain objects on the stands may be forbidden at the exhibitor's request and initiative.

## Chapter 10 Insurance

- 10.01 In addition to the insurance covering the objects on display and more generally all movable or other elements belonging to it, the exhibitor is required to take out at its own expense, either with its own insurer or with the insurer approved by the organiser, any insurance covering the risks that are incurred by it itself and its staff, or that it causes third parties to incur. It shall have to prove this, upon confirmation of its registration, by production of an attestation. The organiser is regarded as released from any liability, particularly in case of loss, theft or any damage whatsoever.
- 10.02 To safeguard itself, the organiser may, if necessary, require the exhibitor to take out the said insurance solely with an insurance designated by it, in which case the rates and contract clauses will be specified for its benefit.

## Chapter 11 Disassembly of the stands at the end of the show

- 11.01 The exhibitor or its duly accredited representative is required to be present on its stand as of the start of disassembly, and until complete evacuation of the stand.
- 11.02 The evacuation of the stands, merchandise, articles and special decorations, as well as the trash remaining from the materials that were used in decoration of the stands shall have to be carried out by the exhibitors within the periods and at the times indicated by the organiser. After the deadlines, the organiser shall be entitled to have the objects shipped to a custodian of its choice at the exhibitor's expense and risk, and the organiser may not be held liable for deterioration or total or partial loss.
- 11.03 The exhibitors shall have to leave the locations, decors and materials made available to them in the same condition as the one in which they found them. Any deterioration caused by their installations or their merchandise, either of the equipment or of the building, or else of the floor surface occupied, shall be evaluated by the organiser's technical departments and the exhibitors responsible therefor shall have to pay the cost.

## Chapter 12 Miscellaneous provisions

- 12.01 The organiser may cancel or postpone the event if it notes that the number of registrations is quite insufficient. Registered exhibitors shall then be reimbursed for the amount of their down-payment or participation. Until the day of closeout of registrations, the exhibitor bears the entire risk connected with possible non-realisation of the event, and particularly the sole burden of the expenses it has incurred with an eye on the event.
- 12.02 The organiser may also cancel or postpone the event in case of force majeure. Cases of force majeure justifying, at any time, cancellation or postponement of the event are any new, economic, political or social situations, at local, national or international level, not reasonably predictable, beyond the organiser's control, that make it impossible to put on the event or that entail risks of disturbances or disorders that can seriously affect the organisation and proper holding of the event or the safety of property and persons.
- 12.03 Any violation of the provisions of the present rules and regulations, of the special rules and regulations supplementing them, or of the specifications of the "guide" or "exhibitor's manual" issued by the organiser may, without prejudice to any other proceedings, entail the closure of the stand of the exhibitor in violation, if need be with police assistance.
- 12.04 This particularly applies to lack of insurance, non-conformity of the fittings, non-observance of safety rules, non-occupation of the stand, presentation of products not in compliance with the ones listed in the admission application, etc...
- 12.05 In such a situation, the amount paid for the exhibitor's participation is kept by the organiser, without prejudice to payment of the balance of the price, of any amounts still due or of any other damages and interest.
- 12.06 Whatever the justification may be, complaints made by an exhibitor against another exhibitor, or made by the organiser, are to be discussed outside the event and may not in any way be allowed to disturb the tranquillity or the image of the event.
- 12.07 The exhibitor explicitly agrees not to apply to the courts before first having followed a friendly conciliation procedure.
- 12.08 In case of dispute, the courts of the organiser's registered office shall hold sole jurisdiction.
- 12.09 Possible difficulties in construction of the present General Rules and Regulations in their English, German, Spanish or Italian version shall be resolved by reference to the meaning of the General Rules and Regulations in their French version.