

CONDITIONS FOR PARTICIPATION

The conditions that regulate participation in **EFFF 2011** (hereinafter "the Exhibition") are established in these conditions for participation, as well as in the "General Rules and Regulations" pertaining to participation in, by or in cooperation with trade fairs and exhibitions organised by MECC Maastricht (hereinafter "General Rules and Regulations").

Organisation

The exhibition is organised by MECC BV (hereinafter and in the "General Rules and Regulations" referred to as "the Organisers"). Correspondence address:

MECC Maastricht, Team EFFF

Postal address: PO Box 1630, 6201 BP Maastricht, the Netherlands

Visitors' address: Forum 100, 6229 GV Maastricht, the Netherlands

T. +31 (0)43 38 38 383 F. +31 (0)43 38 38 300 I. www.mecc.nl E. bbb@mecc.nl

Place and Date

The exhibition will be held in MECC Maastricht from Monday 31st January to Wednesday 2nd February 2011.

Opening Hours

The exhibition will be open to visitors daily, from 11:00 - 18:00, from Monday 31st January to Wednesday 2nd February 2011. During the exhibition, the building will be accessible to participants two hours prior to opening time and for one hour after closing time.

Construction & Dismantling

MECC Maastricht will be accessible from 09:00 - 18:00 on Saturday 29th January and Sunday 30th January for stand construction and for bringing in goods.

The removal of goods and the vacation of stands should take place from 18:00 to 24:00 on Wednesday, 2nd February.

Access Fee and Access Policy

This event may only be attended following a personal invitation from the Organisation. The target visitor group comprises those professionals working in the higher levels of the hospitality industry, such as chefs, sous chefs, restaurateurs, maître d's and wine waiters. The invitation policy is determined and implemented by the Organisation. Participants will be involved in the compilation of the list of invitees.

The [basic] entry fee for the Exhibition, as described in Article 2 of the "General Rules and Regulations" is € 35.00 per person per visit, including VAT.

Exhibition Programme

The trade fair programme of the European Fine Food Fair is aimed at those culinary professionals working in the higher levels of the hospitality industry in Europe. The aim of the exhibition is, on the one hand, to present the total range of top quality (fresh) products which these professionals can use when practicing their professions and, on the other hand, to present and demonstrate the latest developments and novelties in the gastronomy industry.

Only those goods and services that the Organisation considers to be in agreement with the aim of the exposition may be exhibited at the exhibition. The objective of this is to offer the visiting audiences the most varied overview possible of the current range of goods and services on offer at home and abroad which form part of the total gastronomy package: food, drink and non-food goods and services, all this at the discretion of the Organisers. The Organisers also determine the number of stands in which similar kinds of products or product can be exhibited.

The products that can be exhibited include: fish, crustaceans and shellfish, meats and meat products, game and poultry, fresh vegetables, fruit and nuts, herbs and spices, milk, cheese and dairy products, bread and bread products, mushrooms and root vegetables, delicatessen and fine foods. With regard to drinks such as water, coffee, tea, wines and spirits, and champagnes, only a restricted number of Participants from each segment can be allowed to exhibit their products.

The companies that wish to exhibit non-food products should submit their innovative products to the Admissions Commission for approval. All this to be determined by the trade fair organiser or by an Admission Commission to be appointed by the Organisers, who will also determine the maximum number of Participants per product or who can determine the type of Participants, in order to achieve a balanced range of products and Participants during the exhibition. Depending on the various demonstration programmes, the Organisation or its representatives can ask the Participants not to make their products available for demonstration purposes.

Participants

Goods and services as described above under Exhibition Programme may be exhibited by:

- a. Producers of the goods stated or by appointed importers in the Netherlands;
- b. Wholesale companies appointed as official exclusive agents for the Netherlands by foreign producers of said goods and who act accordingly;
- c. Other enterprises and institutions that are permitted by the Organisers to participate under conditions which may or may not be further specified.

In order to prevent duplication, the Organisers have the right to impose further conditions of participation, or to partially or completely exclude certain goods from participation, all this at the discretion of the Organisers.

Participation

We wish to emphasise the fact that participants are not permitted to rent out, exchange or relinquish rented stand areas to third parties, whether partially or in full, without the prior written consent of the EFFF Organisation (subject to Article 10 of the General Rules and Regulations). In the event of any violation of this provision, all goods exhibited will be removed from the stand area in question and any costs arising from this will be for the account of the exhibitor. Each exhibitor, whether independently or together with third parties, is required to pay the registration fee, which is € 195.00, excluding VAT.

Stand Hire

Participation in the exhibition is only possible by renting a uniform stand. Participation using more than one uniform stand is only permitted with the express written permission of the Organisation. The payment plus VAT due for the stands should be settled as described in Article 5 under section b of the "General Rules and Regulations". The Organisation offers two kinds of uniform stands, namely:

• Exposition Table [3 x 2 m], comprising:

- A rear wall in a colour as yet to be determined by the Organisation
- 3 x 2 = 6m² carpeted floor surface area
- Mains connection with a maximum current usage of 2 kW per day during opening hours, and a power outlet (1000 W)
- 2 x 120-W spotlights
- Company name (max. 20 positions) with stand number
- Cleaning of the floor

• Standard unit [4 x 4 m], consisting of:

- Walls in a colour as yet to be determined by the Organisation
- 4 x 4 = 16 m² carpeted floor surface area
- Frieze frame with the stand number and company name printed on it (max. 20 positions) in colours as yet to be determined by the Organisation
- 4 x 120-W spotlights on a rail
- Mains connection with a maximum current usage of 2 kW per day during opening hours, and a power outlet (1000 W)
- Cleaning of the floor

Participants are required to use the uniform, standard stands available. Under no circumstances are the Participants permitted to make any alterations to the uniform stand that affect the face of the stand and its uniform appearance. Participants should leave the outer sides of the stand unchanged and fully intact.

Those Participants wishing to use their own stand construction to set up the unit should submit their stand design to the Organisers for approval before Friday 26th November 2010. If the trade fair Organisation does not grant permission, Participants are not allowed to make any significant alterations to the interior of the unit either. It is strictly prohibited to cause any damage to the standard stand. It is not permitted to attach any kind of material to the wall without consulting the organisers or one of their representatives. The costs for repairing these damages will be passed on to the Participant.

The standard rental, as referred to in Article 5 of the "General Rules and Regulations", is € 2,235.00 excluding VAT for an exhibition table, and € 6,290.00 excluding VAT for a standard unit (the pre-registration fees until 1 July 2010 are € 2,155.00 excluding VAT and € 6,080.00 excluding VAT, respectively). **The registration fee is € 195.00, excluding VAT. This amount is payable in addition to the amount for stand hire. This registration fee will not be refunded in the event of cancellation. Furthermore, the conditions stated under 'Cancellation' in the General Rules and Regulations also apply here.**

Demonstrations

Special activities at stands, e.g. performances and shows, can only be permitted if permission has been requested and obtained from the Organisers in writing 30 days prior to construction at the very latest. Further conditions may be linked to such permission for activities to ensure that interested visitors do not end up blocking the aisle.

Food and Drink

The stipulations contained in Article 10, paragraph 12 of the General Rules and Regulations do not apply to drinks and/or foodstuffs that participants active in the trade have brought and exhibited in their stands or that are necessary for demonstration purposes. It is not permitted to sell consumables on location, unless otherwise expressly agreed to by the Organisation. However, it is permitted to allow drinks and/or foodstuffs, as described above, to be tasted or sampled.

Serving and Advertising Regulations

It is not permitted to serve alcoholic drinks as and from one hour before closing time. In accordance with Article 31 of the Advertising Code for Alcoholic Beverages concerning free provision, it is not permitted for a member of the trade or with the active cooperation of a member of the trade to provide free drinks containing alcohol or drinks at less than half the normal sales price to private individuals for advertising purposes. During the trade fair, exhibitors are permitted to offer visitors alcoholic drinks if requested. For more information, please see www.stiva.nl.

VAT Refund

The Dutch Ministry of Finance has determined that foreign participants can request to have VAT refunded under certain conditions for goods delivered and services provided in the Netherlands. Further information can be obtained from the financial administration department of the MECC Maastricht.

Dutch law applies exclusively to all agreements and contracts concluded. Any disputes should be submitted to a competent Dutch Court.

Applications

The closing date for applications as described in Article 4 of the "General Rules and Regulations" is 26 November 2010.

Any applications received after 26 November 2010 will be levied with an additional 10% of the stand rental then current and, if applicable, uniform stand construction.



Special Provisions

- With reference to the stipulations in Article 9, paragraph d of the "General Rules and Regulations" Participants are not permitted to sell goods in exchange for trade or to accept money in any manner for goods or services offered for sale without obtaining prior written permission from or on behalf of the Organisers. Such permission can only be obtained in advance and in writing and under the conditions as determined by the Organisers. Requests should be submitted in writing; information about the article(s), the brand(s), as well as the price that will be charged to the public during the trade fair should be specified on the application form.
- Participants are not permitted to exhibit or otherwise use open, flowing, spraying and/or atomised liquids during the trade fair at or around the stands without obtaining prior permission in writing from the Organisers. This includes mobile air conditioning systems, fountains, high pressure cleaning systems, air moisturisers, shower equipment, saunas and/or whirlpools. Requests must be submitted in writing, with a clear description of the use of liquid, using the application/permit section of the Digital Participants' Handbook intended for this purpose.
- Under no circumstances are Participants permitted to install and run their own Wi-Fi access points or routers without the prior, demonstrable written permission of MECC Maastricht. If MECC Maastricht discovers any connected access points, these will be deactivated and/or removed immediately, without notice.
- Participants are not permitted to use their stands in such a manner or to act in such a way that music, noise, impediment of incoming light or view, nuisance, danger or damage results in a situation or creates a situation which could be deemed by the Organisers to be equal to unfair competition.
- In order to prevent any kind of inconvenience, Participants are not permitted to carry out any of the following activities without the prior written consent of or on behalf of the Organisers: to project images, increase the volume of the spoken word using loudspeakers, to play music and/or cause noise, all this to the extent to which this could cause any disturbance; nor are they permitted to install television sets or any moving goods other than those stated in these terms and conditions of participation. Participants intending to make use of one or more types of sound equipment must present a clear plan. The following items must be clearly described in the plan:
 - a. the manner in which the participant intends to use sound
 - b. how frequently and for how long the Participant intends to use audio or visual equipment during the trade fair
 - c. noise levels in decibels (dba.)
 - d. Participants must also indicate by means of a layout plan how the intended audio or visual equipment will be placed in the stand.

The Organisers can only grant written permission for audio and/or visual equipment to be used in a stand after a plan as described above (points a to d) has been presented.

- Participants are not permitted to distribute price lists, newsletters or such like in and around the exhibition building or to advertise in any other way, or to draw attention to his/her company, business activities or products at locations other than the stand occupied by him or her.
- Participants are not permitted to vacate or move their stands while the trade fair is in progress without obtaining the express permission from the Organisation.
- It is not permitted to have messages announced via the public address system during the trade fair.
- No pets are permitted on the trade floor.

The Organisers will strictly ensure that Article 9, paragraph i of the 'General Rules and Regulations' is adhered to and, in the case of non-compliance, are authorised to confiscate and keep goods in question in storage at the expense and risk of the Participant, without the participant having the right to claim for compensation.

Disputes

Any complaints must be submitted without delay, but no later than 30 days following the last day of the trade fair. After this period, complaints will no longer be dealt with.

Excerpt from the 'General Rules and Regulations' for participation in, by or in cooperation with trade fairs and exhibitions organised by MECC Maastricht. The complete text of the 'General Rules and Regulations' can be provided to Participants upon request.

Applying for a Stand

By submitting a completed application form to the Organisers, the Applicant declares that he or she is in agreement with the conditions for participation in the trade fair or exhibition (hereinafter "the exhibition") as contained in the 'Conditions for Participation', the 'General Rules and Regulations' and the 'Technical Regulations/Implementation Requirements' that apply to exhibitions.

No right to a specific exhibition stand is obtained by submitting an application form. The Organisers can, in exceptional cases, refuse to consider certain applications, allocate more or fewer stands than the number applied for, decide to change stands already allocated, or withdraw a decision already made without participants having the right to claim compensation.

Particulars required in the application form must be properly completed. The Organisers maintain the right to refuse goods or services, or to have such immediately removed from the exhibition, that are not specified in the application form or that are not permissible, as per the 'Conditions for Participation', the 'General Rules and Regulations', and/or the 'Technical Regulations/Implementation Requirements'. Under such circumstances the Organisers cannot be held liable for any compensation.

Cancellations

The Organisers reserve the right to change the dates relating to an Event or not commence an Event as a result of extraordinary conditions (force majeure) at any time, without Participants acquiring the right to claim compensation for damage incurred.

Applications cannot be unilaterally withdrawn or amended by Participants. The Organisers can accede to a request of cancellation or amendment of an application, on the condition that the Participant is in compliance with cancellation compensation requirements. Such compensation sums will be of the following minimum amounts:

- 15% of participation fees, in the event of cancellation up to 365 days prior to the first day of construction of the trade fair;
- 50% of participation fees, in the event of cancellation between 365 and 182 days prior to the first day of construction of the trade fair;
- 75% of participation fees, in the event of cancellation between 182 and 62 days prior to the first day of construction of the trade fair;
- 100% of participation fees, in the event of cancellation between 62 and 31 days prior to the first day of construction of the trade fair;
- 120% of participation fees, in the event of cancellation up to 31 days prior to the first day of construction of the trade fair.

Participation fees are understood to mean fees that Participants are to pay to Organisers for stand hire, and the stand construction if applicable, plus VAT.

All of the stipulations contained in Article 4, paragraph b, remain in force unabated.

In the event of cancellation for any reason whatsoever application fees, plus VAT, are forfeited.

Stand Hire and Payment Terms

Unless otherwise determined in the 'Conditions for Participation', payments for stands are to be settled over 2 terms, these being:

- 25% of the rent due for the stand applied for, payable within 21 days of the date of the advance payment invoice;
- and the remainder within 21 days of the date of the final invoice.

In all cases, the rent due for stands is to be received by the Organisers on the first construction day of the exhibition at the very latest.

In the event of a Participant not meeting these financial requirements the Organisers have the right to refuse allocation of a stand, to withdraw a stand that has already been allocated or to refuse to make stand space available, without prejudice to the rights of the Organisers to claim complete compensation for these amounts.

The Organisers are entitled to transfer the right to collect amounts due, whereby all costs incurred and extralegal expenses are payable by the Participant, as well as statutory interest to be charged, calculated from the day on which the amounts payable become due.

Liability

Any goods inside the exhibition hall or within its terrain are at the exclusive charge and risk of Participants. The Organisers are not responsible for insurance in this regard. The Organisers cannot be held liable for any damage incurred, whatever the cause, to goods or persons as a result of or related to participation in the exhibition. Also, the Organisers cannot be held responsible for any damage incurred to a third party resulting from usage of a stand by a Participant or his/her staff. Participants indemnify the Organisers from any claims from third parties in this regard.

Participants are responsible for and obliged to obtain insurance against any damage resulting from actions or negligence on their own part, by their staff or by their delegates in any manner whatsoever, to goods of and/or persons working at or under the instructions of the Organisation. Participants indemnify the Organisers from any liabilities that may result.

Final Provisions

The Organisers reserve the right to take one or more of the following measures against Participants that act contrary to the stipulations contained in the 'Conditions for Participation', the 'General Rules and Regulations', and/or the 'Technical Regulations/Implementation Requirements' or directions imposed by or on behalf of the Organisers, without being liable for compensation or legal intervention, and at the full expenses of the Participant:

- refuse entry to the exhibition and/or exhibition hall for individuals with immediate effect;
- close and/or vacate the Participant's stand;
- confiscate goods exhibited as well as constructions erected or added, without Participants having recourse to any restitution or compensation for damage incurred.