

Extra information

Surf Worldcup 2020

1. Preamble

This additional information refers exclusively to the event area in Neusiedl am See. This additional information, together with the confirmed registration form, form the agreement to participate in the Surf Worldcup 2020.

The contracting party will be referred to in the text as partner or exhibitor.

2. Opening hours

Opening hours event:

Fri 24.04.: 12:00 - 22:00 h
Sat 25.04.: 10:00 - 22:00 h
Sun 26.04.: 10:00 - 20:00 h

Thu 30.04.: 12:00 - 22:00 h
Fri 01.05.: 10:00 - 22:00 h
Sat 02.05.: 10:00 - 22:00 h
Sun 03.05.: 10:00 - 20:00 h

Opening hours partner:

12:00 - 20:00 h
10:00 - 20:00 h
10:00 - 19:00 h

12:00 - 20:00 h
10:00 - 20:00 h
10:00 - 20:00 h
10:00 - 19:00 h

During the opening hours, the partner has to completely open his stand. Premature closure of the stand or premature dismantling is only allowed with a written agreement. In case of infringement the organizer is entitled to demand a penalty (amounting to 10 % of the contract amount per day).

3. Address and arrival

Address: Surf Worldcup Gelände, Seegelände 6, 7100 Neusiedl am See

Arrival: Access via A4 exit 43-Neusiedl / See - keep right towards Neusiedl am See - follow the road for about 3 km until the first main junction (Building: "Bezirkshauptmannschaft") - straight on - then turn left after 50m into Gartenweg - after 1.3 km turn right into Seestraße and continue until the end of the road.

Note: Due to congestion danger on the main road of Neusiedl am See the signposted route over Gartenweg was chosen.

Navigator input: Seegelände 6, 7100 Neusiedl - route over Gartenweg.

4. Accreditation

The accreditation is located in the lido Neusiedl am See at the information stand. Each partner receives exhibitor tickets and parking tickets (according to the package) for himself and his staff. The exhibitor tickets entitle the employees to stay at the event site 30 minutes before and after the regular opening hours. The tickets must be inserted into the reader at the entrance as well as at the exit every time, otherwise the card will display an error at the reader and the card will be invalid.

5. Parking and access to the event area

The entrance and exit to / from the event area with vehicles is possible at the following times:

Thu 23.04.: 10:00 - 20:00 h

Fri 24.04.: 08:00 - 11:00 h

Sun 26.04.: from 19:00 h

Thu 30.04.: 08:00 - 11:00 h

Sun 03.05.: from 19:00 h

During the event the access to the event area with vehicles is **NOT POSSIBLE!** In the case of urgent deliveries, the exact procedure must be agreed on the day before with the assigned supervisor of the organizer.

With a valid parking card, depending on the category of parking card, vehicles can be parked on the crew parking or on the normal parking spot.

No liability is assumed for any damage to the vehicles.

6. Construction, dismantling & design of the stands

- 6.1. After the accreditation, the stand will be handed over by an organizer supervisor. Full payment for the stand is a prerequisite for handing over the stand.
- 6.2. The construction of the stand for the first event weekend is possible on Thursday, 23.04., from 10:00 to 20:00 or on Friday, 24.04., from 08:00 to 12:00.

The construction of the stand for the second event weekend is possible on Thursday 30.04., from 08:00 to 12:00.

Longer construction times are possible, but must be approved in advance by the stand supervisor of the organizer.
- 6.3. Each stand has a power connection (according to the booked package). Further connections (more KW, heavy current or night stream) are possible. These chargeable additional services must be ordered in writing by 01.03.2020 at the latest. All electrical equipment and installations must comply with the ÖVE and the local and event regulations and requirements.
- 6.4. The cleaning of the stands is up to the partners themselves. It is recommended to bring your own vacuum cleaner! A cleaning service on site is possible. This fee-based additional service must be ordered in writing by 01.03.2020 at the latest.
- 6.5. The dismantling of the stand is possible on Sunday, 26.04. from 19:00. Goods and easily removable parts should be removed from the stand on this day until the re-opening. The intermediate storage in your own locked trailers at the event site is possible.
- 6.6. The final dismantling of the stand after the second weekend of the event is possible on Sunday, 03.05., from 19:00. For security reasons, the stand must be completely cleared by 22:00 on this day. With special permission by the organizer, advertising materials, etc. under exclusion of liability can be picked up on Monday, 04.05. When picking up the advertising material, etc. on the next day, it has to be prepared in the tent for forwarding (wrapping, etc.). There is a reduced night watch from Sunday to Monday for the event area. The things must be prepared so that when picking up no help from the organizer is necessary (pallet truck etc. should be brought by the forwarding company).
- 6.7. The allocation and changes to the stand are the sole responsibility of the organizer. If the area of the stand is reduced by less than 10% or the location changes by less than 15 m, the partner has to accept these changes. In case of more extensive changes, the partner can withdraw from the contract.
- 6.8. With the handing over of the stand to the partner or the ordered service by the organizer, this part of the service is deemed to have been properly delivered and accepted, unless the partner reprimand immediately in writing, stating the specific deficiencies.

- 6.9. The partner is entirely responsible for setting up his own stand. Damage of all kinds to materials provided by the organizer must be replaced by the partner irrespective of fault at the original price.
- 6.10. Before leaving the stand permanently, it must be taken over by the organizer supervisor.

7. Guarding

- 7.1. The organizer has the event area guarded by a security company outside the opening hours. Own or specially organized guarding by the partner is inadmissible, because this can lead to security risks with regard to general guarding. Own stand security by the security company of the organizer can be booked. During the opening hours of the day's event (see point 2) the partner is responsible for guarding the stand.
- 7.2. Outside the opening hours (+/- 30 min.) access to the partner stands is **NOT** possible.
- 7.3. The overnight stay in the stand or on the exhibition grounds is forbidden without exception.
- 7.4. Exhibitors must ensure that their stands are occupied until the security overtakes the stand. The times may vary depending on the location. Likewise, the exhibitor must ensure that the stands are occupied in the morning half an hour before the opening of the event site.
- 7.5. **In case of a theft, the partner should immediately make a theft report at the police station in Neusiedl am See.**

8. Products, promotion and sampling

- 8.1. Other than the products confirmed by the organizer may not be issued, because otherwise an exclusivity agreement with third parties might be violated and the resulting damage, which may be significantly higher than the contract amount, must be charged. Only products co-ordinated with the organizer (advertising material, giveaways, ...) may be sampled or distributed.
- 8.2. The Partner guarantees that the products displayed comply with all applicable regulations. In his case, the partner indemnifies and holds the organizer harmless.
- 8.3. Sampling of products of any kind outside the assigned exhibition area is only permitted with special authorization by the organizer (in case of violation the organizer is entitled to claim a penalty of 1,500 EUR per day).
- 8.4. Banners, flyers, advertisements and other advertising materials may only be affixed or distributed outside the allocated exhibition space with special authorization by the organizer, especially on the parking spaces in front of the event site or on the way to the event site, because otherwise there is a chance that an exclusivity agreement with third parties will be violated and thus the resulting damage must be charged.

9. Special events

- 9.1. All types of special events and demonstrations on the stand or on or in front of the event area require a written permission of the organizer.

10. Deposit

- 10.1. With the bill, a deposit of 150 EUR (75 EUR for SWC small edition packages) is levied, which will be returned within 30 days after proper handing over the stand to the organizer supervisor.
- 10.2. The following costs may be deducted from the security deposit: costs for waste disposal, stand cleaning or for tent repairs.
- 10.3. The partner will receive a written confirmation upon proper handover, with which the deposit of 150 EUR will be refunded. Without this confirmation, the deposit can not be refunded!

11. Garbage

The garbage can be disposed of in the designated garbage truck (information at the organizer supervisor). Please do not store any garbage or packaging material behind the stands or place it in the bins at the event area!

12. Special constructions - own stands

Constructions subject to approval, which are not provided by the organizer, are erected at your own risk and must be registered by the exhibitor himself at BH Neusiedl am See. The necessary form can be requested from the responsible organizer supervisor.

13. Bringing drinks

Only drinks for the staff's own use may be brought to the event site, which are also listed at the Surf Worldcup, because otherwise exclusivity agreements with third parties might be violated. The resulting damage, which can be significantly higher than the contract amount, would have to be charged.

14. Registration

The registration is legally binding and irrevocable. Registrations with reservations are without meaning. Deletions, additions and modifications in the registration form and in the conditions may only be made by the organizer. The conditions apply analogous to additional services or additional orders such as the rental of furnishings etc.

15. Force majeure

- 15.1. The Surf Worldcup is a fixed event, which can not be postponed due to the announcement and takes place in any weather (taking into account the safety regulations).
- 15.2. It is expressly stated that the event takes place in any weather and even in case of impairment or cancellation of the event due to force majeure no reduction of the agreed stand rental occurs.
- 15.3. In case of cancellation due to force majeure before the event starts, only the aliquot of the total costs of the event actually incurred will be invoiced or the difference refunded.

16. Financial, cancellation conditions & transfer

- 16.1. All prices quoted are net and in Euro.
- 16.2. Any advertising fees and other non-direct charges and costs are to be borne by the partner.
- 16.3. Claims of the organizer are understood without deductions and free of charge to the account specified by the organizer, in case of doubt within 14 days from the claim. From amounts of 8,000 EUR, the invoice can be paid in two steps: 50 % upon receipt of the invoice and 50 % by 08.05.2020 at the latest.
- 16.4. The Partner may only set off against the organizer with legally valid claims or assert a right of retention.
- 16.5. The organizer is entitled to adjust the prices accordingly if there are price changes which can not be influenced by the organizer, in particular material cost increases, transport cost increases, legal changes, price changes by subcontractors.
- 16.6. If the registration is canceled, the exhibitor has to pay the following cancellation fees:
 - Cancellation until 31.12.2019: 30 % of the total
 - Cancellation until 28.02.2020: 50 % of the total
 - Cancellation after 28.02.2020: 80 % of the total

plus taxes, duties and other ancillary costs.

- 16.7. The even partial transfer of the stand requires a written permission of the organizer and is entitled to demand additional remuneration.

17. Filming and photographing

- 17.1. The organizer is granted the right to photograph and film the event area and to use the material for general (advertising) publications. In this context, the Partner waives all objections, in particular from industrial property rights.
- 17.2. Photos or videos provided by the organizer (follow-up report, etc.) may be used for internal presentation purposes only.

18. Spare duties

- 18.1. The organizer is not obliged to conclude any insurance.
- 18.2. From the action or omission of other exhibitors and the same or their people, the partner can derive no claim whatsoever against the organizer.
- 18.3. The organizer is not liable for storm, hail or other weather damage, as well as for any financial or other damages of whatever kind, in connection with the preparation, execution or processing of the event the partner itself, its employees or third parties whatever reason arise.
- 18.4. The organizer is not liable for lost profits.
- 18.5. This disclaimer of liability does not apply to damage caused intentionally or grossly negligently by the organizer or his authorized representative. It is up to the injured party to prove these conditions.
- 18.6. Any claims of the partner must be reported immediately in writing to the organizer, otherwise they are considered as forfeited.
- 18.7. No liability is assumed for faulty ads or entries (printing errors, form errors, non-activation, etc.).
- 18.8. The partners are liable regardless of fault for any damage to persons or things that are caused by them, their employees, their agents or their exhibits and equipment. Regarding claims of third parties against the organizer, in particular from industrial property rights or agreements between partners and the third party, the partner shall indemnify and hold the organizer without harm.

19. Violation of conditions

The conditions and the relevant legal regulations must be strictly observed. It is also necessary to comply with all fire protection and official regulations. Failure to comply with and / or violate conditions, contractual agreements and violations of applicable law entitle the organizer to immediately close the stand. The instructions of the organizer and his representative must be strictly adhered to by the partner, its staff and agents.

20. General, choice of law

- 20.1. The application of Austrian law to the exclusion of any conflict of laws rules and the UN Sales Convention has been agreed.
- 20.2. Should one or more of the regulations become ineffective, this shall not affect the validity of the other provisions. In place of the ineffective provision comes the provision which comes economically equal or nearest.
- 20.3. Vienna as court of jurisdiction is agreed.