General Terms and Conditions

Designblok Prague International Design Festival

A. INTRODUCTORY PROVISIONS

A.1 DEFINITION OF TERMS

Unless explicitly stipulated otherwise in a specific case, or unless something different follows from the context, the terms below which are used in these Conditions, and which start with a capital letter, have the following meaning in these Conditions (including its heading):

- **Event** means Designblok Prague International Design Festival a multiday international design festival organised and curated by the Organiser.
- **Organiser** this is understood to mean the commercial corporation which organises the Event, being Profil Media s.r.o., Identification Number: 25726501, registered office: Újezd 414/13, 150 00 Prague 5.
- **Conditions** means these Terms and Conditions.
- **Venue** this is understood to mean all premises in which the Event is taking place, i.e. the Gabriel Loci (Holečkova 106/10, 150 00 Prague 5), as well as the own premises of the Exhibitors who are involved in the Event in the Form of Participation City / Galleries, Studios, Showrooms.
- **Realisation of the Event** a term which summarises the phases of the Event specified below, being Installation, Exhibition and Liquidation.
- **Installation** understood to mean the period of Realisation of the Event during which the Exhibition Premises are not open to the public, and the Exhibitors are preparing their Expositions.
- **Exhibition** understood to mean the phase of the Event during which the Event is accessible to the public during opening hours and is taking place in the Venue.
- Liquidation understood to mean the phase of the Event during which the Venue is no longer open to the public; the Exhibitors are dismantling their Expositions and leaving the Exhibition Area.
- **Exposition** means the result of creative activity, i.e. a presentation or other contribution by the Exhibitor to the Event; in particular, it means the presentation of the Exhibitor's products, and the structures built for that purpose.
- **Exhibition Area** an area with predetermined parameters which the Exhibitor has at their disposal for their Exposition during their participation in the Event.
- Form of Participation means the category by which the Exhibitor is participating in the Event, whereby these categories are Superstudio, Openstudio, Exterior, City / Galleries, Studios, Showrooms, Art House, Designerie, Fashion Show and Gastro Zane.
- **Superstudio** a Form of Participation designated for the presentation of companies, stores and manufacturers operating in the area of furniture, home accessories, light fittings and other related branches. The special conditions of this Form of Participation are further specified in section A.3 article I of these Conditions.
- **Openstudio** a Form of Participation in the Event which is designated for the presentation of designers, schools, design studios, progressive fashion brands, fashion designers, jewellery designers and teaching studios for the purpose of examining new design trends. The special conditions of this Form of Participation are further specified in section A3 article II of these Conditions.

- **Exterior** a Form of Participation in the Event which is designated for Exhibitors who would otherwise fall under Superstudio or Openstudio; nevertheless, with regard to the size or focus of the Exposition, or with respect to safety, it is desirable for the Exposition to be located outside the roofed exhibition section. The special conditions of this Form of Participation are further specified in section A3 article III of these Conditions.
- **City / Galleries, Studios, Showrooms** this Form of Participation gathers together Galleries, Studios, pop-up shops, stores and showrooms, or any other premises which the given Exhibitor has chosen for their presentation, which they are using on the basis of a corresponding separate legal title, and which they have produced. The conditions of this Form of Participation are further specified in section A3 article IV of these Conditions.
- Art House a Form of Participation designated for collector design exhibitions, curated by the Organiser and presenting both Czech and Foreign artists. The conditions of this Form of Participation are further specified in section A3 article V of these Conditions.
- **Designerie** a Form of Participation whereby the Exhibitor is part of the Event's main curated exhibition; it is a presentation of the Event's central theme, which brings visitors doser to the world of contemporary design. The conditions of this Form of Participation are further specified in section A3 article VI of these Conditions.
- **Fashion Shows** means a Form of Participation designated for the presentation of fashion collections by both Czech and foreign designers. The conditions of this Form of Participation are further specified in section A3 article VII of these Conditions.
- **Gastro Zones** a Form of Participation designated for the presentation of producers and sellers of refreshments, who simultaneously sell their products at the location. The conditions of this Form of Participation are further specified in section A3 article VIII of these Conditions.
- **Application** an action via which the Applicant expresses interest binding on their part in participating in the Event. The Application form is available at <u>www.designblok.cz</u>. The Application must be submitted electronically, and in accordance with the other conditions set forth in article B1 of these Conditions.
- **Applicant** a natural or legal person who expresses interest in participating in the Event as an Exhibitor, and submits an Application for that purpose.
- **Exhibitor** a natural or legal person from the ranks of the Applicants, who was chosen by the Organiser to participate in the Event.
- **Fee** means the financial sum which the Exhibitor is obliged to pay for participating in the Event.
- **Benefits** additional fulfilment which the Organiser arranges for the Exhibitors in connection with their participation in the Event.

A.2 CONTACT PERSONS

- a) **Sára Hölclová** / manager of Superstudio, Designerie, Exterior, City / Galleries, Studios, Showrooms / <u>sara.holclova@profilmedia.cz</u>
- b) **Tereza Knolová** / manager of Openstudio, Art House, Fashion Shows / <u>tereza.knolova@profilmedia.cz</u>
- c) Adéla Hlavatá / manager of Gastro Zones / adela.hlavata@profilmedia.cz
- d) Šimon Borecký / head of production (or a person authorised by him of about whom the Exhibitor shall be informed) / <u>simon.borecky@profilmedia.cz</u>

A.3 SPECIFICS OF THE FORMS OF PARTICIPATION IN THE EVENT

The Forms of Participation are as follows:

I. SUPERSTUDIO

- A Form of Participation which includes an Exhibition Area managed and curated by the Organiser for the purpose of presenting Exhibitors selected on the basis of presented projects, and is designated for the presentation of companies, stores and manufacturers operating in the area of furniture, home accessories, light fittings and other related branches.
- Apart from the period during which the Exhibitor is organising their approved event in their Exhibition Area, the Exhibitor's Exposition must be properly prepared, uncovered and made accessible to visitors throughout the Exhibition's opening hours, and the Exhibitor or their representative must be in their Exhibition Area, properly representing their Exposition, throughout the Exhibition's opening hours. A failure to comply with these conditions shall be taken into consideration by the Organiser when selecting from the Applicants for the next edition of the Event.
- The Fee for this Form of Participation in the Event is calculated as a whole; therefore, it is not based on the area in m², and includes Benefits as defined in Appendix no. 1.

II. OPENSTUDIO

- A Form of Participation which includes an Exhibition Area managed and curated by the Organiser for the purpose of presenting Exhibitors selected on the basis of presented projects, and is designated for the presentation of designers, schools, design studios, progressive fashion brands, fashion designers, jewellery designers and teaching studios for the purpose of examining new design trends. This Form of Participation is a laboratory of contemporary design, and facilitates a confrontation between the Czech and international scenes.
- Apart from the period during which the Exhibitor is organising their approved event in their Exhibition Area, the Exhibitor's Exposition must be properly prepared, uncovered and made accessible to visitors throughout the Exhibition's opening hours, and the Exhibitor or their representative must be in their Exhibition Area, properly representing their Exposition, throughout the
- Exhibition's opening hours. A failure to comply with these conditions shall be taken into consideration by the Organiser when selecting from the Applicants for the next edition of the Event.
- The Fee for this Form of Participation in the Event is calculated as a whole; therefore, it is not based on the area in m², and includes Benefits as defined in Appendix no. 1.
- The Organiser offers a discounted Fee for designers and design studios during presentations of authorial design without a designated manufacturer or customer, and during presentations of products or prototypes for a specific manufacturer who is also an Exhibitor. The discounted Fee does not apply to such designers or design studios where the manufacturer is not an Exhibitor.
- In the case of this Form of Participation, a 25 % discount is provided to students. In this case, a student is understood to mean a person attending secondary school or university on a full-time basis at the time that the Event is being held. This special offer can only be provided to an individua! student; it does not apply to a group of several persons.

• A condition for an entitlement to this discount is the presentation of a confirmation that the person is a student, valid at the time of submission of the Application.

III. EXTERIOR

- A Form of Participation which includes an Exhibition Area managed and curated by the Organiser for the purpose of presenting Exhibitors selected on the basis of presented projects, and is designated for Exhibitors who would otherwise fall under Superstudio or Openstudio; nevertheless, with regard to the size or focus of the Exposition, or with respect to safety, it is desirable for the Exposition to be located outside the roofed exhibition section for the presentation of companies, stores and manufacturers operating in the area of furniture, home accessories, light fittings and other related branches.
- An Exhibitor who opts for this Form of Participation acknowledges all of the risks connected with it, in particular the fact that the area is freely accessible to the public, even at night. The Exhibitor explicitly acknowledges that the Organiser does not arrange security for outdoor areas. The Exhibitor is therefore obliged to arrange security for the Exposition, and adequate insurance, as they are fully responsible for the loss of or damage to the Exposition during the Realisation of the Event.
- Apart from the period during which the Exhibitor is organising their approved event in their Exhibition Area, the Exhibitor's Exposition must be properly prepared, uncovered and made accessible to visitors throughout the Exhibition's opening hours, and the Exhibitor or their representative must be in their Exhibition Area, properly representing their Exposition, throughout the Exhibition's opening hours. A failure to comply with these conditions shall be taken into consideration by the Organiser when selecting from the Applicants for the next edition of the Event.
- The Fee for this Form of Participation in the Event is calculated according to the Exhibitor's classification, i.e. either in the Superstudio or the Openstudio category, and is also contingent on the size of the Exhibition Area in m² and its location. The Fee includes Benefits as defined in Appendix no. 1.

IV. CITY/ GALLERIES, STUDIOS, SHOWROOMS

- A Form of Participation during which the Exhibition Area managed and produced by the Exhibitor is in their own space, used on the basis of a separate legal title, whereby the Exhibitor is selected on the basis of the Organiser's curatorial decision which is based on a presented project, and which is designated for galleries, studios, pop-up shops, stores, showrooms and others.
- An Exhibitor who opts for this Form of Participation acknowledges that the Organiser merely organises the Event, and assumes no responsibility for the safety of the public, or the protection of the Exhibitor's Exposition while participating in the Event in the given Exhibitor's own space.
- The Fee for this Form of Participation in the Event includes Benefits as defined in Appendix no. 1.
- The Organiser offers a discounted Fee for designers, as well as school and non-profit projects, in the case of the presentation of projects without a specific connection with a single manufacturer.

V. ARTHOUSE

- A Form of Participation designated for collector design exhibitions, curated by the Organiser and presenting Czech and Foreign designers and artists, both on a solo basis and in collaboration with the gallery.
- Exhibitors classified in the creation of/participation in an artistic design exhibition relating to the Event's central theme fall under this Form of Participation.
- The Organiser, or a person authorised by them, contacts potential Applicants, who only apply to participate in the Event after a discussion with the Organiser.
- The Exhibitor undertakes to conclude an Exhibit Loan Agreement with the Organiser.
- Benefits for Exhibitors are agreed upon individually.

VI. DESIGNERIE

- A Form of Participation whereby the Exhibitor is part of the Event's main curated exhibition; it is a presentation of the Event's central theme, which brings visitors closer to the world of contemporary design.
- The Organiser, or a person authorised by them (a designer or architect), contacts potential Applicants, who only apply to participate in the Event after a discussion with the Organiser.
- The Exhibitor undertakes to conclude an Exhibit Loan Agreement with the Organiser.
- The Organiser may decide that the Exhibitor can participate via this Form without an obligation to pay a Fee. Otherwise, the Fee for this Form of Participation in the Event includes Benefits as defined in Appendix no. 1.

VII. FASHION SHOW

- A Form of Participation designated for the presentation of fashion collections by both Czech and foreign designers.
- The Organiser, or a person authorised by them, contacts potential Applicants, who only apply to participate in the Event after a discussion with the Organiser.
- The Fee for the presentation is stipulated individually, depending on the specific day, time and concept of the Fashion Show.
- Benefits for Exhibitors are agreed upon individually.

VIII. GASTRO ZONES

- A Form of Participation designated for the presentation of producers and sellers of refreshments, who simultaneously sell their products at the location.
- In their Application for this Form of Participation, apart from the general requisites of the Application, the Applicant shall also list the product range they are offering, with at least a framework listing of the prices of individual products.
- The Exhibitor undertakes to respect the Event's official partners, and not offer competing manufacturers' products.
- The Exhibitor acknowledges that the Organiser may require the conclusion of a Contract which specifies the product range and framework sale prices.
- The Fee for this Form of Participation is individual, and contingent on the size of the Exhibition

Area, its location, the offered product range and product prices.

B. TERMS AND CONDITIONS

B.1 ESTABLISHMENT OF PARTICIPATION IN THE EVENT

- 1. An Applicant can become an Exhibitor at the Event, on the basis of a properly completed Application.
- 2. The Application is provided to the Organiser via an application form available at the Event's website, <u>www.designblok.cz</u>. The Application can only be submitted electronically, via the web interface.
- 3. The Application is properly submitted if a project is attached to it, with the following content:
 - Samples of products which the Applicant wishes to present at the Event (photographs/visualisations and description, including the author's name), and the basic idea the Exposition project, including the name of its architect. The maximum size of the presentation is 3 A4 pages.
- 4. The Application can be submitted no later than the date stipulated by the schedule of the given edition of the Event, which forms part of these Conditions as Appendix no. 2.
- 5. The Organiser judges the submitted Applications, and selects Applicants whose participation at the Event they shall confirm. The Organiser is not obliged to accept every Applicant; in particular, they are not obliged to accept an Applicant who, according to the Curatorial Council's decision, does not fulfil the qualitative and/or creative criteria of the selection.
- 6. The sending of a properly completed Application to the Organiser via the web interface is considered a proposal to conclude a Contract between the Organiser and the Applicant, which is governed by these Conditions (hereinafter "Contract").
- 7. Upon the delivery of a notification from the Organiser that the Applicant has been selected, the Contract is concluded and binding for both Parties. As soon as the Contract is concluded, the Applicant becomes an Exhibitor and an obligation arises for them to pay the Fee.

B.2 THE FEE AND ITS DUE PAYMENT DATE

- 1. The Exhibitor is obliged to pay the Fee. The Fee includes the rent for the Exhibition Area and the services connected with it, as set forth in the Price List available at <u>www.designblok.cz</u>, as well as the Benefits, as defined in Appendix no. 1. The Exhibitor pays the Fee, on the basis of a Request for Payment issued by the Organiser, in accordance with the instructions and by the due payment date set forth therein. The due payment date is set as 14 days from the day of issue of the Request. A tax document as per Act no. 235/2004, on Value Added Tax, shall be issued and sent within two weeks from the crediting of the payment to the Organiser's account.
- 2. The date of the realisation of the taxable fulfilment is the date that the payment is credited to the Organiser's account, which corresponds to the date of issue of the tax document. In the event of a delay on the Exhibitor's part with the payment of the Fee, the Organiser is entitled to withdraw from the Contract.
- 3. For every day of the delay with the payment of the Fee, the Exhibitor is obliged to pay the Organiser contractual interest on delayed payment of 0.05% of the sum owed, for every day

of the delay or part thereof.

B.3 CANCELLATION OF PARTICIPATION IN THE EVENT

- 1. The Exhibitor can cancel their participation in the Event via a notice, without stating a reason, only in writing, i.e. via a letter in documentary form, sent by registered post to the Organiser's address and marked for the attention of the Event's managers. The Exhibitor acknowledges that in that case they are obliged to pay the sanctions stipulated in article B6 paragraph 1.
- 2. The Organiser can withdraw from the Contract if the Exhibitor fails to pay the Fee on time, i.e. by the due payment date as per the tax document, but no later than 31/07/2021.
- 3. In cases where the Exhibitor fails to fulfil an obligation other than the Fee obligation, or breaches another obligation which follows from the Contract or the Conditions, the Organiser shall invite the Exhibitor to additionally fulfil the obligation, or to refrain from the defective state, for which they shall simultaneously provide them with an additional time period. If, despite the invitation, the Exhibitor fails to fulfil their obligation or rectify the defective state, the Organiser is entitled to withdraw from the Contract.
- 4. If the Exhibitor's behaviour or Exposition endangers or threatens to endanger people's health, or has caused serious damage to the Venue, then the Organiser has the right to withdraw from the Contract immediately, without the need for a prior notification.
- 5. The Organiser has the right to withdraw from the Contract, while simultaneously cancelling the Realisation of the Event, as a consequence of circumstances not caused by them (in particular farce majeure or an objective impossibility of providing fulfilment, for example the condition of the building or a decision by a public authority organ, e.g. Police of the Czech Republic, Fire Rescue Service or other bodies, the building's owner, or their representative). The Organiser is obliged to immediately inform the Exhibitor of such a fact, whereby all of the Exhibitor's entitlements to the Realisation of the Event cease to exist, with no compensation.
- 6. In cases where the Organiser withdraws from the Contract, the Exhibitor is not entitled to a refund of the Fee they have paid. A withdrawal from the Contract does not abolish any entitlement to the payment of a contractual fine or compensation for damage.

B.4 PROGRESS OF THE REALISATION OF THE EVENT

- 1. A Transfer Protocol shall be concluded between the Organiser and the Exhibitor during the handover of the Exhibition Area. An Exhibitor-natural person must be personally present during the handover of the Exhibition Area. In the case of an Exhibitor-legal person, a person authorised to represent them during this act must be present during the handover.
- 2. The Exhibitor may only begin to assemble the Exposition after the protocolar handover of the area. If the Exhibitor begins to assemble the Exposition in the Exhibition Area before the protocolar receipt of the Exhibition Area, then it is assumed that the Exhibition Area was handed over defect-free, and the Exhibitor undertakes to sign the Transfer Protocol afterwards, with no entitlement to exercise a claim in relation to any defect in the Exhibition Area.
- 3. After completing the Installation, the Exhibitor is obliged to procure proper photo documentation of their Exposition, and in connection with same they must also draw up a list of all of the displayed exhibits and their acquisition prices.

- 4. The Exhibitor may only begin to deinstall the Exposition after the end of the Exhibition's opening hours; the preliminary deinstallation of the Exposition is not possible. If the Exhibitor commences deinstallation before or after the agreed time, the Organiser is entitled to impose a contractual fine of 50,000 CZK.
- 5. After the Exposition is deinstalled, the Exhibition Area must be returned to its original state and handed over against a protocol, i.e. a Transfer Protocol must be concluded with the Organiser. The Exhibitor must be personally present during the handover. An Exhibitornatural person must be personally present during the handover of the Exhibition Area. In the case of an Exhibitor-legal person, a person authorised to represent them during this act must be present during the handover. If, for any reason, the Exhibitor does not hand over the Exhibition Area against the signing of a Transfer Protocol, it is assumed that they accept, without reservation, the re-invoicing of the necessary costs of eliminating any deficiencies discovered during the handover of the Exhibition Area.

B.5 RIGHTS AND OBLIGATIONS CONNECTED WITH THE EVENT

- 1. The Exhibitor, and only the Exhibitor for whom the Exhibition Area is designated, can use the Exhibition Area, only for the duration of the Event, and in accordance with the purpose of the contractual relationship and the safety rules stipulated in section C of these Conditions.
- 2. The Exhibitor is not authorised to let a third party use the Exhibition Area, to co- use the Exhibition Area with a third party, or to present other subjects within the scope of their area, unless this information was already set forth in the Application and therefore approved by the Organiser. The Organiser is entitled to remove Expositions that are in conflict with this provision, and to impose a contractual fine of 50,000 CZK on the Exhibitor, for every individua! case of breach.
- 3. The Exhibitor is entitled to organise their own events in the Exhibition Area, if the Organiser expresses their consent to them in advance. If the Organiser grants their consent, then they shall supply the Exhibitor with a list of the Event's partners, being official partners with exclusivity as well as other suppliers. When organising their own event, the Exhibitor undertakes to abide by the conditions stipulated by the Organiser; in particular, the Exhibitor undertakes to respect the official partners with exclusivity, and not promote competing manufacturers' or suppliers' products. The Exhibitor is also obliged to present the selection of sub-contractors to the Organiser for approval.
- 4. Insurance for the Exposition is arranged and paid for by the Exhibitor themselves, and they must also ensure that the insurance policy covers cases of farce majeure, in particular damage caused by the elements.
- 5. The Organiser reserves the right to use photographs, or other audio or video recordings, which capture the Exhibitor, their authorial works, directly or indirectly their Exhibition Area, and other property protected by copyright, particularly for the purpose of promoting the Organiser's subsequent events, or promoting the Exhibitor themselves. By concluding this Contract, the Exhibitor consents to the use of the before-mentioned.
- 6. The Exhibitor is entitled to raise objections against defects in the Exhibition Area, or the services provided by the Organiser during the Realisation of the Event. Any defect must be reported immediately after it is discovered, otherwise the claim arising from liability for the defect ceases to exist. The report can also be submitted electronically.

B.6 SANCTIONS

- 1. With regard to the long-term promotion of the Event and production demands, the Exhibitor undertakes to pay the Organiser compensation in the event of the preliminary termination of their participation in the Event, at the following level:
 - $\circ~$ in the case of an announcement of cancellation of participation by 15/07/2021, 50% of the stipulated Fee
 - $\circ~$ in the case of an announcement of cancellation of participation after 15/07/2021, 100% of the stipulated Fee

ADDENDUM to the cancellation conditions

In accordance to government regulations regarding the coronavirus situation, which will be relevant during the Designblok `21 period (October 2021), the following cancellation measures are valid:

• If, as a result of government regulations, the physical participation of spectators in public events is prohibited in October 2021, the Exhibitor has the option of cancelling his participation by 6.9.2021. In this case, the Organizer undertakes to return 100 % of the participation fee.

B.7 LIABILITY FOR DAMAGE

- 1. In cases of damage caused by farce majeure, or if on the basis of an instruction by the Organiser or the relevant state organs, instructions are issued to avert imminent damage, the premises are cleared and as a result the Exhibitor's property is damaged, i.e. this property is damaged, destroyed or stolen, the Organiser is liable only for damage to the Exhibitor's exhibits.
- 2. The Exhibitor is liable for any damage which they cause, e.g. by an Exposition which does not comply with generally binding safety rules.
- 3. The Exhibitor is responsible for all movable objects which the Organiser entrusted to them for their use, and is obliged to return them undamaged after the end of the Event.
- 4. The Exhibitor is liable to the Organiser for any damage suffered by the Organiser in the connection with the Exhibitor's use, assembly or dismantling of the Exhibition Area. The Exhibitor is obliged to return the Exhibition Area, or any movable objects entrusted to them by the Organiser, to their original condition at their own expense, or they must reimburse the Organiser for all damage, including cash expenses.
- 5. Similarly, the Exhibitor is fully responsible for any sub-contractors they use, or persons whom they entrusted with works in the Exhibition Area, and for any damage caused by these persons.

C. ORGANISATIONAL AND OPERATING CONDITIONS

C.1 SAFETY RULES OF THE EXHIBITION COMPLEX

1. The Exhibitor undertakes to abide by generally binding safety regulations, i.e. to abide by all safety regulations arising from the use of the property and the Exhibition Area, and to fulfil all obligations stipulated by generally binding legal regulations (i.e. in particular, but not only,

regulations concerning occupational safety and health), and to comply with all legal regulations generally governing the obligation to prevent damage.

- 2. The Exhibitor is obliged to proceed so as to prevent damage to the property of the Organiser, the building's owner, or third parties. The Exhibitor is also obliged to bind their co-workers to the same extent.
- 3. The Exhibitor is obliged to familiarise themselves with all safety regulations and fire safety instructions (including any internal safety regulations issued by the owner of the property) concerning the use of the Exhibition Area. These instructions can be obtained from the Organiser.
- 4. The Exhibitor undertakes to refrain from all activities which could endanger the safety of the public when visiting the Event; in particular, they undertake to construct the Exposition in such a way that it complies with safety rules.
- 5. The Exhibitor may not modify any wiring. If, during the realisation of the Exposition (i.e. during Installation or Exhibition), the Exhibitor needs to interfere with the wiring in any way, they must contact the Organiser, who shall entrust a person authorised to perform such an action to do so.
- 6. The Exposition in the Exhibition Area must be free-standing. Unless the Exhibitor agrees otherwise with the Organiser, it is not possible to anchor it in the building's floor, walls or columns. Similarly, it is prohibited to modify the building's interior in any way, for example paint the walls, remove the carpets etc.
- 7. A strict ban on smoking and any handling of fire applies for the duration of the Event. The Organiser is entitled to impose a contractual fine of 50,000 CZK for every discovered case.
- 8. Entering the Exhibition Premises with animals is strictly prohibited.

C.2 RULES FOR THE EXPOSITION AND THE EXHIBITION AREA

- The Exhibitor undertakes that their Exposition shall comply with the project presented to and approved by the Organiser; i.e. the Exhibitor guarantees that they shall realise the Exposition in accordance with the submitted Application, on whose basis the Exhibitor was accepted to participate in the Event. If the Exhibitor wishes to change the form of the Exposition after the submission of the Application, such a change is possible, but only with the Organiser's consent. If the Organiser does not approve the proposed change to the Exposition, then the variant set forth in the Application, or the last approved change, applies.
- 2. If the Exhibitor's Exposition does not comply with the form approved by the Organiser, then the Organiser is entitled to request the removal of the Exposition, or parts thereof which are not in compliance, and at the same time the Exhibitor is obliged to pay the Organiser a contractual fine of 50,000 CZK.
- 3. No Exhibitor's Exposition may cover another Exhibitor's Exposition.
- 4. The Exhibitor must maintain the Exhibition Area in such a way that neither the adjacent presentations nor the running of the Event are restricted. No modifications of the installation area may restrict or otherwise damage other Exhibitors. A restriction must not be caused by the construction itself, or in any other way, for by example excessive noise, odour, excessive light or artificial fog (smoke).
- 5. In the case of Exhibition Areas found in the section in which the pre-built construction (socalled panel grid) is located, the Exhibitor's Exposition must respect the height of the Expositions in the adjacent Exhibition Areas. The pre- built structure may only be adjusted

with the Organiser's and adjacent Exhibitors' consent.

- 6. The height of the Expositions outside the panel grid must be approved in advance by the Organiser.
- 7. The Exhibitor is only authorised to promote their products or offer their services in their Exhibition Area. The placement of any advertising or promotional materials outside the Exhibition Area (for example placement of navigation, stands with promotional materials or furniture, or the gluing/hanging of objects, for example on the panel grid's outer wall) is prohibited. Only the Organiser can allow an exception.

C.3 RIGHTS AND OBLIGATIONS RELATING TO PROMOTIONAL MATERIALS

- 1. The Exhibitor is obliged to hand over to the Organiser, via the web interface at <u>www.designblok.cz</u>, all materials for their presentation at the Event, including all texts and photographs designated for the internet and catalogue profiles, all in accordance with the Organiser's instructions, by the date stipulated by the schedule of the given edition of the Event, which forms part of these Conditions as Appendix no. 2.
- 2. An Exhibitor who ordered an exclusive advertisement in the catalogue as an additional service must supply the graphic materials as per the Organiser's instructions, and by the stipulated date see Appendix no. 2.
- 3. After the stipulated dates, the Exhibitor is no longer entitled to make any changes to the supplied (afore-mentioned) materials.
- 4. If the Exhibitor does not supply the afore-mentioned materials by the date stipulated by the schedule of the given edition of the Event, which forms part of these Conditions as Appendix no. 2, then the Organiser has the right not to include the presentation or advertisement in the printed material; for other cases involving the use of materials which the Exhibitor failed to supply, the Organiser has the right to create them, even without the given Exhibitor's consent.
- 5. The Organiser reserves the right not to include the supplied materials in the catalogue due to limited capacity, or for ethical or technical reasons.
- 6. Due to technical reasons, the Organiser is entitled to make minor graphic changes to the supplied materials. At the same time, the Organiser is entitled to proof-read the afore-mentioned text, in both language versions.

C.4 OPERATIONAL SECURITY DURING THE EVENT

- 1. The Event's custodial service supervises the running of the Exhibition Premises and visitors' behaviour, but is not responsible for the security of the Exposition, or for the exhibited objects, which must be supervised and protected against damage or theft by the Exhibitor; they may want to arrange their own insurance in advance for such cases, see article B5 paragraph 4.
- 2. The Organiser shall ensure that the Exhibition Premises' outer housing is guarded by a security service outside of the Exhibition's opening hours. An Exhibitor who takes part in the Event via the Form of Participation in the Exterior has been familiarised with the risk posed by the fact that the outdoor area is not guarded by the security service.
- 3. During Installation and Liquidation, Exhibitors are only permitted to enter on the basis of Installation Passports. Installation Passports entitle the holder to enter the Exhibition Premises during Installation and Liquidation.

4. Entry to the Exhibition Premises during the Exhibition is only possible with a ticket issued by the Organiser, or on the basis of an Exhibitor Passport. Individua! Exhibitors' own invitations shall not be accepted at the entrance.

D. <u>FINAL PROVISIONS</u>

Relations between the Contracting Parties not addressed by these Conditions are governed by Act no. 89/2012 Coll., of the Civil Code, as amended. These Conditions come into effect on 01/01/2021.

Appendix no.1 of The General Terms and Conditions

Benefits following from the participation:

I. EXHIBITORS IN SUPERSTUDIO

Benefits following from participation:

- entries in Designblok's materials:
 - inclusion of presentation on the Designblok website & mobile application
- material Benefits
 - 10 weekly passes for Designblok
 - 4 Exhibitor Passports
 - 2 invitations for two persons to the Designblok Ceremonial Opening and the Designblok Awards
 - option of purchasing one-time tickets for Designblok before the Event for own guests, clients or partners for a discounted price of 150 CZK including VAT

II. EXHIBITORS IN OPENSTUDIO

Benefits following from participation:

- entries in Designblok's materials:
 - inclusion of presentation on the Designblok website
 - inclusion of presentation in the Designblok application
- material Benefits:
 - 2 weekly passes for Designblok
 - 4 Exhibitor Passports
 - 1 invitation for two persons to the Designblok Ceremonial Opening and the Designblok Awards
 - option of purchasing one-time tickets for Designblok before the Event for own guests, clients or partners for a discounted price of 150 CZK including VAT

III. EXHIBITORS IN CITY / GALLERIES / STUDIOS / SHOWROOMS

Benefits following from participation:

- entries in Designblok's materials:
 - inclusion of presentation on the Designblok website & mobile application
- material Benefits
 - uniform designation of participant's location
 - 4 weekly passes for Designblok
 - 1 invitation for two persons to the Designblok Ceremonial Opening and the Designblok Awards

Appendix no.2 of The General Terms and Conditions

EVENT SCHEDULE:

15. 6. 2021 application deadline for participation at Designblok '21
30. 6. 2021 announcement of the list of projects selected to participate at Designblok '21
1. 7.-31. 7. 2021 fee for Designblok '21 due
31. 7. 2021 deadline for submitting materials for Designblok web, application
25. 9.-3. 10. 2021 installation of expositions
4. 10. 2021 3D scanning of the expositions
5. 10. 2021 Day of Professionals – 14.00–17.00 entry to Superstudio for accredited guests only
5. 10. 2021 Designblok '21 opening ceremony – 19.00
6.-10. 10. 2021 Designblok '21 open to public – 10.00–21.00
11. 13.10. 2021 uninstallation of expositions

11.-13.10. 2021 uninstallation of expositions