

General Organizational
and Business Terms and Conditions
of the 21st Designblok

17–21 October¹⁹

Designblok '19

Prague

International

Design Festival

(hereinafter, “Event”)

Place of the Event: Exhibition Grounds in the Prague district
of Holešovice and the exhibitors' own facilities

Organizer of the Event: Profil Media, s.r.o.,
Haštalská 1072/6, 110 00 Prague 1

Prague Design and Fashion Week. European designers in the laboratory
of the future, innovations by producers from the Czech Republic and
abroad, Diploma Selection.

Participation in Designblok is selective and the final selection of the
exhibitors is entirely upon the decision of the Organizer.

Deadline for submitting applications: 31 May 2019

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Organizational terms and conditions

A) Forms of participating in Designblok:

1. Participants' facilities

Studio, showroom, shop, gallery or any other space, which a subject has chosen for his presentation, which is used by him on the basis of his relevant exclusive legal title and is produced and ran by him.

The fee:

Designers, designer's studios, school studios, non-profit organizations: CZK 10,000 + VAT

Companies, producers, shops: CZK 25,000 + VAT

The fee for designers and authors of school and non-profit projects, presented in the subject's own facilities, only applies to displaying exhibition projects not linked with a particular producer. If designers and authors of school and non-profit projects present objects by a concrete producer, they are liable to the same conditions as companies, producers and shops.

2. Superstudio

An exhibition space operated by the Organizer for the purpose of special exhibitions and presentations of exhibitors selected from the submitted projects. Superstudio exclusively serves for presenting design producers and distributors active in the spheres of furniture, interior accessories, lighting objects and other related fields.

A particular exhibition space can only be used by a subject who had submitted proper application to exhibit and was selected by the Organizer (hereinafter, "Exhibitor"). The Exhibitor guarantees to realize his presentation in the rented exhibition space in accordance with the application he had submitted. Presentations of subjects who are not part of the application are not permitted and will be immediately removed by the Organizer at the Exhibitor's cost. Violation of this rule in any way entitles the Organizer to charge the Exhibitor with the contractual penalty of CZK 50.000.

For the rental price of the particular spaces, see the most recent Superstudio price list, available at:

https://www.designblok.cz/archiv/content_cz/2019_cenik_superstudio.pdf (hereinafter, "Superstudio Price List"). The price is not calculated according to the dimensions of the exhibition space (m2) but as a whole; i.e., it includes payments for energies up to 3 kW (220V, 16A) and basic perquisites for the participants (as defined in the Appendix of these Terms and Conditions). The Exhibitor covers all costs linked with the installation and eventual adaptations of the rented space.

3. Openstudio

A laboratory of contemporary design, curated and produced by the Organizer as an exhibition space reserved for designers, designer's studios, progressive fashion labels, fashion and jewellery designers and school studios with the aim of exploring new trends in design. Contemporary Czech design confronted with the international scene.

A particular exhibition space can only be used by a subject who had submitted proper application to exhibit and was selected by the Organizer (hereinafter, "Exhibitor"). The Exhibitor guarantees to realize his presentation in the rented exhibition space in accordance with the application he had submitted. Presentations of subjects who are not part of the application are not permitted and will be immediately removed by the Organizer at the Exhibitor's cost. Violation of this rule in any way entitles the Organizer to charge the Exhibitor with the contractual penalty of CZK 50.000.

For the rental price of the particular spaces, see the most recent Openstudio price list, available at:

https://www.designblok.cz/archiv/content_cz/2019_cenik_openstudio.pdf (hereinafter, "Openstudio Price List"). The price is not calculated according to the dimensions of the exhibition space (m2) but as a whole; i.e., it includes payments for energies up to 3 kW (220V, 16A) and basic perquisites for the participants (as defined in the Appendix of these Terms and Conditions). The Exhibitor covers all costs linked with the installation and eventual adaptations of the rented space.

Students have 25% discount for this form of participation.

General provisions as to the individual forms of participation

- “Student” is a person attending a secondary/high school or university/academy in the regime of daily studies at the time of the 2019 Designblok duration. Beneficial fee (discount) only concerns individual students and does not apply to groups of several persons.
- The applicants claiming beneficial fee must submit a Certificate of Student Status.
- The fee for designers and designer’s studios only applies to presentations of author’s designs not stating a producer or purchaser of other subject, or to presentations of products or prototypes created for a concrete producer who already participates in Designblok.
- Presentation of products created for concrete producers who do not participate in Designblok, designers and designer’s studios are liable to the same conditions as producers and shops.

B) Timetable of the Event:

31 May 2019	deadline for submitting the applications for participating in Designblok '19
30 June 2019	announcement of the projects accepted for participating in Designblok '19
15 July 2019	maturity of the Designblok '19 fee
30 July 2019	final term of submitting materials (texts, photographs) to be published in the Designblok '19 printed materials
30 August 2019	deadline for advertising reservations in the Designblok '19 Program Catalogue
6 September 2019	final term of submitting advertising materials for the Designblok '19 Program Catalogue
14 October 2019, 9 a.m. – 16 October 2019, 9 a.m.	installations of the individual displays (48 hours in total)
16 October 2019	Designblok '19 international press conference
16 October 2019, 2–5 p.m.	Professionals Day, admission to Superstudio for accredited guests only
16 October 2019, 7 p.m.	Designblok '19 Gala Opening
17– 21 October 2019, 10 a.m. – 9 p.m.	Designblok '19 is opened to public
21 October 2019, 9:30 p.m. – 22 October 2019, 00:01 a.m.	de-installation of the displays
30 November 2019	maturity of the Program Catalogue advertising fee

C) Operational conditions:

- In a set and fixed term, Exhibitors are obligated to provide, via on-line administration, materials for their presentation at Designblok as well as texts and photographs for their web and catalogue profiles, all according to the instructions of the Organizer.
- The Exhibitor who ordered an extra service in the form of exclusive advertising in the Designblok catalogue, is obligated to provide relevant graphic materials according to the instructions of the Organizer and in set and fixed term.
- After the lapse of the set and fixed terms, the Exhibitor cannot make any changes in the submitted materials.
- If the Exhibitor does not deliver the above-mentioned materials to the fixed term, the Organizer reserves the right to exclude the Exhibitor’s presentation or advertisement from the printed materials.
- The Organizer reserves the right to exclude the submitted materials from the catalogue for capacity, ethical or technical reasons.
- The Organizer is authorized to make minor graphic changes in the submitted materials for technical reasons.
- All presentations displayed within the Designblok exhibition spaces must correspond with the initially submitted project approved by the Organizer.
- Installations in the panel grid must respect the height of the adjacent displays.
- All forms of presentation outside the spaces of the Exhibitor’s installation are prohibited.
- The Exhibitor must use the allocated space in a way that does not restrict and harm or disturb the adjacent presentations and/or the Superstudio and Openstudio operation. The adaptations of the installation space must not restrict or otherwise disturb other Exhibitors. Anything which would result in restricting other Exhibitors during the construction, including excessive noise, is not allowed.
- The Designblok custodian service supervises the Superstudio and Openstudio operation and the visitors’ conduct; however, this staff is not responsible for the safety of the exhibited objects. All Exhibitors are obligated to secure their belongings and exhibits against theft and damage during the opening hours for public by either appropriate adjustment or personal protection.

- The Exhibitors or their deputies are obligated to be constantly present in their exhibition spaces and duly represent the exhibiting subject during the Superstudio and Openstudio opening hours. The absence of either the Exhibitors or their deputies during the installation and on the site of their installation will be viewed as breaching the admission conditions for the next year's Designblok.
- During the installation and de-installation of the Exhibitors' displays, entry to the Designblok premises is solely possible upon submitting installation passes. These authorize to enter Superstudio and Openstudio in the framework of the installation and de-installation only – i.e., NOT DURING THE EXHIBITION. Superstudio and Openstudio during the exhibition can only be entered upon submitting an entrance ticket or an Exhibitor's pass. Invitations issued by the Exhibitors on their own will not be accepted at the entrance.
- The Organizer guarantees that Superstudio and Openstudio are under surveillance of a security service and the spaces are monitored with camera surveillance OUTSIDE the opening hours.
- The Exhibitors procure and pay for the insurance of the exhibition and exhibits on their own.
- All installations of the Exhibitors' appliances must correspond with valid safety and fire regulations. The installation of the appliances mainly cannot represent a threat for the safety of the visitors. All Exhibitors are obligated to become familiar with the safety and fire regulations valid within the premises where the Event takes place.
- The Exhibitors are obligated to become familiar with all safety regulations (including eventual internal security regulations issued by the owner of the premises) related to the use of the premises or, respectively, the exhibition space.
- The Exhibitors pledge to observe all safety regulations following from the use of the given premises and the exhibition space and to observe all commitments specified by generally binding regulations (i.e., especially, but not exclusively, the regulations related to safety and health safety and protection at work). The Exhibitors also pledge to observe all legal directions generally regulating the responsibility following from the prevention of damage caused.
- If the Exhibitor organizes his own event in the rented exhibition space, he pledges to inform the Organizer about this fact beforehand. The Organizer will in such case recommend Designblok partners who can provide the related services for reduced price. The Exhibitor's selection of subcontractors is conditioned by the preceding approval of the Organizer.
- The Exhibitors must not in any way interfere or adapt the existing electric installation system. Any intervention to the electric system and installations is the exclusive responsibility of persons authorized by the Organizer.
- The Exhibitors' appliances and installation must be self-standing (i.e., standing separately; they cannot be grounded to either floors or walls of the Industrial Palace).
- Any parts of the existing building of the Industrial Palace must not be adjusted or adapted in any way; it is, for example, not allowed to paint the walls, ground anything to the floors or columns, adapt or remove carpets in the left wing and the central hall, etc.
- Suspending, hanging and pasting any objects outside the interior space allocated to the Exhibitors' presentations is prohibited.
- Smoking and manipulating with fire is strictly prohibited on the Designblok premises throughout its duration. The Organizer is entitled to charge any case of breaching this rule with the contractual penalty of CZK 50,000.
- Animals are strictly prohibited in the Superstudio and Openstudio spaces.

Business terms and conditions:

– A Designblok Exhibitor is a legal entity or a natural person selected by the Organizer from duly filled-in submitted applications (hereinafter, also "Applicant"). Please address your applications to the Organizer, which is Profil Media, s.r.o., Company Registration Number: 25726501, registered office: Haštalská 1072/6, Old Town, 110 00 Prague 1 (hereinafter, "Organizer").

– Application requisites:

The Applicants interested in exhibiting in either Superstudio or Openstudio must accompany their application with a brief presentation of their planned project, which should contain the following:

Examples of products, which the Applicant wants to present at Designblok (their photographs / visualizations and descriptions, including the name of their author), and the Applicant's basic idea – the project of the installation, including the name of its architect.

Maximum extent of the presentation: 3 pages of A4 format

– The deadline for accepting the applications (including presentations) is 31 May 2019.

– The address for sending the applications with the attached projects by regular mail is Profil Media s.r.o., Haštalská 6, 110 00 Prague 1.

The materials can also be submitted electronically to the following managers of the individual projects:

Jan Makalouš / Superstudio manager

jan.makalous@profilmedia.cz

Michaela Juřenčáková / Openstudio manager

michaela.jurencakova@profilmedia.cz

- The Organizer reserves the right to decline the participation of a subject, which the board of curators finds inappropriate as concerns either quality or quantity creative criteria of selection. The Organizer also reserves the right to decline the participation of a subject that does not reimburse the fixed fee in term or does not fulfill any other requirements and duties following from the Designblok participation.
- If the Applicant submits a duly filled-in application to the Organizer via its web interface, it is understood as a proposal for closing a contractual relation between the Organizer and the Applicant, who hence follows these Business and Organizational Terms and Conditions (hereinafter, “Contract”).
- Receiving the notification that the Applicant was selected by the Organizer to exhibit at Designblok means that the Contract between the two subjects is closed and, mainly, constitutes the Applicant’s obligation to reimburse the related fixed fee.
- The Applicant is obligated to pay the participation fee, which includes services contained in the basic offer as well as other services ordered by the Applicant (hereinafter, “Fixed Fee”). The Organizer subsequently issues a related tax receipt in accordance with Law No. 235/2004 Coll., On VAT. The date of the realization of the taxable transaction is the date of issuing the tax receipt. The Applicant is obligated to cover the fixed fee by the payment date given on the invoice. In the case of the Applicant’s failure in covering the fixed fee in time or in fulfilling any other duty, the Organizer is authorized to withdraw from the Contract. The Applicant pledges to pay the Organizer a contractual interest on the late payment in the amount of 0.05 % of the debt for every commenced day of the payment delay.
- With regard to the long-term promotion of the Event and its demanding production, the Exhibitors pledge to cover compensation costs for the preliminary termination of their participation in Designblok as follows:
 - 50 % of the fixed fee, if the participation is canceled by 15 July 2019 at the latest
 - 100 % of the fixed fee, if the participation is canceled after 15 July 2019
- The Exhibitors can cancel (withdraw from) their participation in writing only.
- The Exhibitors must not install their displays and/or their facilities if their financial commitments following from this Contract are not duly and completely paid for.
- The installation is only possible upon signing a handover protocol in the hand-over exhibition area, while the handover protocol must include the list of the displayed exhibits and their prices provided by the Exhibitor. Handing the spaces over by the Designblok producer requires personal presence of the Exhibitor.
- The Exhibitors can use the allocated exhibition space only in accordance with the purpose of the contractual relation for the term of the Designblok duration and are not authorized to either pass it onto a third person or present other subjects in the framework of the allocated space. The Organizer reserves the right to remove any third persons’ presentations and demand reimbursement for any consequential damages from the Exhibitor.
- Preliminary de-installation of any appliances and amenities will be penalized. If the Exhibitor begins to de-install his presentation before the fixed term, the Organizer has the right to penalize the Exhibitor with the contractual fine of CZK 50,000.
- As soon as the Exhibitor completes the de-installation of his display, he must return the allocated exhibition space to the initial condition and officially hand it over to the Organizer, which means signing a handover protocol presented the Designblok producer. The hand-over process requires personal presence of the Exhibitor. If the Exhibitor is not present during the hand-over of the exhibition space in person, it is understood that he unconditionally agrees with charging any necessary costs that would result from eliminating the eventual defects found during the hand-over of the space.
- If the Exhibitor breaches any of the provisions given in this Contract, the Organizer will ask the Exhibitor to fix the eventual deficiencies. If the Exhibitor does not fix the given deficiency without unnecessary delay, the Organizer has the right to exclude the Exhibitor from his further participation in Designblok. This case does not constitute for any Exhibitor’s claim at compensating the eventual damages and reimbursing the fee covered in the meantime.
- The Exhibitor can reclaim the works and services provided by the Organizer from a responsible person without necessary delay, and must do so in writing. If otherwise, his right expires.

Liability to damages:

- If the Organizer is unable to launch the Event or guarantee holding it for the planned duration in result of an inevitable accident or an objective impossibility to realize the Event – i.e., in result of circumstances not caused by him (which includes an impaired condition of the premises or a directive issued by a public authority, such as the Police of the Czech Republic, the Fire Rescue Brigade of the Czech Republic and other corpses,

as well as by the owner of the building or his deputy), the Organizer must inform the Exhibitors about this condition without delay. This means that all claims of the Exhibitor on organizing the Event expire without compensation.

- If there are damages caused by an inevitable accident or if the Organizer or the relevant state authorities issue instructions aimed at averting an imminent damage, and the spaces thus must be cleared out, and if this results in harming the Exhibitor's property, i.e. in its damaging, destroying or stealing, the Organizer is fully responsible for the damages caused on the Exhibitor's exhibits stated in the list of items for display.
- The Exhibitor is responsible for all movables rented to him by the Organizer and is obliged to hand them over undamaged after the closing of the Event. The Exhibitor is obligated to bring all damages on the allocated exhibition space and on Organizer's damaged devices and amenities to their initial condition at his own cost, or to reimburse the thus resulting expenses to the Organizer.
- The Exhibitor is responsible to the Organizer for any damage caused to the latter in connection with using, assembling or disassembling the exhibition spaces. The Exhibitor is also fully responsible for his eventual suppliers or persons he had commissioned with any works in the allocated exhibition spaces and for the eventual damage that these subjects might cause.
- While using the premises or, respectively, the exhibition space, the Exhibitor is obligated to proceed in a way that prevents any damages on the property of the Organizer, the owner of the estate and the third persons. The Exhibitor must also oblige the cooperating persons in this extent and sense.

Final provisions:

All relations between the contractual sides, which are not regulated by these General Organizational and Business Terms and Conditions, are subjected to Law No. 89/2012 Coll., Civic Code, as amended.

Appendix No. 1 to General Organizational and Business Terms and Conditions

Perquisites following from the participation:

1. Companies (shops, producers, sales representatives, advertising agencies, developer's companies, subjects conducting business in the field of services)

Perquisites following from the participation of these subjects:

a) entry in the printed and other Designblok materials:

- textual presentation and a photograph in the Designblok Program Catalogue in the extent of 1/3 of a print page
- presentation entry and special event entry on the Designblok website
- reduced price of advertising in the Designblok Program Catalogue

b) material perquisites:

- 10 free copies of the Designblok Program Catalogue
- a unified designation of the participant's site if he exhibits in his own facilities
- listing one more address in the Catalogue via a separate entry for CZK 10,000 + VAT, and listing one more address within one entry for CZK 5,000 + VAT
- an invitation permitting two persons to the Designblok Gala Opening
- 10 free weekly admissions to Designblok (if the subject participates in Superstudio)
- purchasing one-off Designblok admissions for the subject's guests or partners for the subsidized price of CZK 130 + VAT (15 %)

2. Designers, designer's studios, school studios and non-profit organizations

Perquisites following from the participation of these subjects:

a) an entry in printed and other materials published by Designblok:

- a textual presentation and a photograph published in the Designblok Program Catalogue in the extent of 1/3 of a page
- a presentation on the Designblok website
- reduced price of advertising in the Designblok Program Catalogue

b) material perquisites:

- 5 free copies of the Designblok Program Catalogue
- a unified designation of the participant's site if he exhibits in his own facilities
- two free weekly admissions to Designblok
- an invitation permitting two persons to the Designblok Gala Opening