# General Terms and Conditions Designblok – Prague International Design Festival

### A. INTRODUCTORY PROVISIONS

#### A.1 DEFINITION OF TERMS

Unless explicitly stipulated otherwise in a specific instance, or unless something different follows from the context, the capitalised terms below, which are used in these Conditions, have the following meaning:

- **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, registered in the Commercial Register of the Municipal Court in Prague, file no. C 64682.
- Conditions means these General Terms and Conditions.
- **Venue** this is understood to mean all premises in which the Event is taking place, as well as the 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** is 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** is 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 is 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 its disposal for its Exposition when participating 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 furniture, home accessories, or light fittings business 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 that 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 A.3, Article II of these Conditions.

- **Exterior** a Form of Participation in the Event that 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 A.3, Article III of these Conditions.
- **City/Own Premises** this Form of Participation gathers together Galleries, Studios, pop-up shops, stores and showrooms, or any other premises that the given Exhibitor has chosen for its presentation, which it is using on the basis of a corresponding separate legal title, and which it has produced. The conditions of this Form of Participation are further specified in Section A.3, 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 A.3, 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 closer to the world of contemporary design. The conditions of this Form of Participation are further specified in Section A.3, Article VI of these Conditions.
- **Fashion Show** 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 A.3, Article VII of these Conditions.
- **Gastro Zone** 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 A.3, Article VIII of these Conditions.
- **Application** an action by which means the Applicant expresses interest binding on its 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 Section B.1 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 that 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 / Own Premises, Gastro Zone / <u>sara.holclova@profilmedia.cz</u>
- b) **Tereza Knolová** / Manager of Openstudio, Art House, Fashion Shows / tereza.knolova@profilmedia.cz
- c) **Šimon Borecký** / Head of Production (or a person authorised by him, of 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 based on Application, and is designated for the presentation of companies, stores, and manufacturers operating in the furniture, home accessories, or light fittings business, and other related branches.
- Apart from the period during which the Exhibitor is organising its approved event in its 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 its representative must be in its Exhibition Area, properly representing its 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 Exhibitors 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 m<sup>2</sup>, 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 based on Application, 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 its approved event in its 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 its representative must be in its Exhibition Area, properly representing its 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 Exhibitors 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 m<sup>2</sup>, 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 be provided only 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 Application, 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 furniture, home accessories, or light fittings business and other related branches.
- An Exhibitor who opts for this Form of Participation acknowledges all the risks connected therewith, and 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 it is 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 its approved event in its 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 its representative must be in its Exhibition Area, properly representing its 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 Exhibitors 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 m<sup>2</sup> and its location. The

Fee includes Benefits as defined in Appendix No. 1.

#### IV. CITY/OWN PREMISES

- A Form of Participation during which the Exhibition Area managed and produced by the Exhibitor is in its own space, used based on a separate legal title, whereby the Exhibitor is selected on the basis of the Organiser's curatorial decision which is based on Application, 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 to 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 a 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 it, 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 it (a designer or architect), contacts potential Applicants, who apply to participate in the Event only after a discussion with the Organiser.
- The Exhibitor undertakes to conclude an Exhibit Borrowing Agreement with the Organiser.
- The Organiser may decide that the Exhibitor can participate via this Form of Participation 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 it, contacts potential Applicants, who apply to participate in the Event only 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 ZONE

- A Form of Participation designated for the presentation of producers and sellers of refreshments, who simultaneously sell their products at the location.
- In its Application for this Form of Participation, apart from the general requisites of the Application, the Applicant shall also list the product range it is 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 an Agreement 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 based on a properly completed Application.
- 2. The Application is submitted to the Organiser via an application form available at the Event's website, <u>www.designblok.cz</u>. The Application can be submitted only 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-sized 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 it shall confirm. The Organiser is not obliged to accept every Applicant; in particular, it is 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 an Agreement between the Organiser and the Applicant, which is governed by these Conditions (hereinafter the "Agreement").
- 7. Upon the delivery of a notification from the Organiser that the Applicant has been selected, the Agreement is concluded and binding for both Parties. As soon as the Agreement is concluded, the Applicant becomes an Exhibitor, and an obligation arises for it to pay the Fee as set forth in the Section B.2 of these Conditions.
- 8. The Exhibitor and the Organiser will then formally confirm the written copy of the Agreement without undue delay upon notification of the acceptance of the Application by the Organiser.

#### 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 related services, 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, based on 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 date 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. 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 Agreement.
- 2. For every day of delay in 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 delay or part thereof.

#### B.3 CANCELLATION OF PARTICIPATION IN THE EVENT

- The Exhibitor can, without stating a reason, cancel its participation in the Event via a notice, 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, it shall be obliged to pay the sanctions stipulated in Section B.6, Paragraph 1 of these Conditions.
- 2. The Organiser can withdraw from the Agreement 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 July 2023.
- 3. In cases where the Exhibitor fails to fulfil an obligation other than the Fee obligation

or breaches another obligation which arises from the Agreement or the Conditions, the Organiser shall invite the Exhibitor to supplementally fulfil the obligation, or to remedy the defective state, for which it shall simultaneously provide it with additional time. If, despite the invitation, the Exhibitor fails to fulfil its obligation or remedy the defective state, the Organiser shall be entitled to withdraw from the Agreement.

- 4. If the Exhibitor's behaviour or Exposition endangers or threatens to endanger people's health or safety, or has caused serious damage to the Venue, then the Organiser shall have the right to withdraw from the Agreement immediately, without need for prior notification.
- 5. The Organiser has the right to withdraw from the Agreement, while simultaneously cancelling the Realisation of the Event, as a consequence of circumstances not caused by it (in particular force majeure or an objective impossibility of providing fulfilment, for example, the condition of the building or a decision by a public authority, e.g., the Police of the Czech Republic, Fire Rescue Service, or other bodies of the Integrated Rescue System, the building's owner, or its 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, without compensation.
- 6. In cases where the Organiser withdraws from the Agreement, the Exhibitor shall not be entitled to a refund of the Fee it has paid. A withdrawal from the Agreement does not abolish any entitlement to the payment of a contractual penalty or compensation for damage.

#### B.4 PROGRESS OF THE REALISATION OF THE EVENT

- A Handover Protocol shall be concluded between the Organiser and the Exhibitor during the handover of the Exhibition Area. An Exhibitor that is a natural person must be personally present during the handover of the Exhibition Area. In the case of an Exhibitor that is a legal person, a person authorised to represent it during this act must be present during the handover.
- 2. The Exhibitor may begin to assemble the Exposition only 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 Handover 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 its Exposition, and in connection therewith it must also draw up a list of all the displayed exhibits and their acquisition prices.
- 4. The Exhibitor may begin to deinstall the Exposition only after the end of the Exhibition's opening hours; preliminary deinstallation of the Exposition shall not be permitted. If the Exhibitor starts to deinstall before the end of the Event or after the agreed timeframe for Liquidation, the Organiser shall be entitled to impose a contractual penalty of CZK 50,000. The Organiser's right to payment of the contractual penalty does not exclude claims arising from damages.

5. After the Exposition is deinstalled, the Exhibition Area must be returned to its original state, unless agreed otherwise, and handed over against a protocol, i.e., a Handover Protocol must be concluded with the Organiser. The Exhibitor must be personally present during the handover. An Exhibitor that is a natural person must be personally present during the handover of the Exhibition Area. In the case of an Exhibitor that is a legal person, a person authorised to represent it 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 Handover Protocol, it is assumed that it accepts, without reservation, the re-invoicing of the necessary costs of eliminating any deficiencies discovered during the takeover of the Exhibition Area by the Organiser.

#### 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 share the use of the Exhibition Area with a third party, or to present other subjects within the scope of its area, unless this information was already set forth in the Application and therefore explicitly approved by the Organiser. The Organiser is entitled to remove Expositions that conflict with this provision, and to impose a contractual penalty of CZK 50,000 on the Exhibitor, for every individual case of breach. The Organiser's right to payment of the contractual penalty does not exclude claims arising from damages.
- 3. The Exhibitor is entitled to organise its own events in the Exhibition Area if the Organiser expresses its consent to them in advance. If the Organiser grants its consent, it shall then supply the Exhibitor with a list of the Event's partners, being official partners having exclusivity as well as other suppliers. When organising its own event, the Exhibitor undertakes to abide by the conditions stipulated by the Organiser; in particular, the Exhibitor undertakes to respect the official partners having 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 shall be arranged and paid for by the Exhibitor itself, and it must also ensure that the insurance policy covers cases of force 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, its authorial works, directly or indirectly its Exhibition Area, and other property protected by copyright, particularly for the purpose of promoting the Organiser's subsequent events or promoting the Exhibitor itself. The Exhibitor, by concluding the Agreement, consents to the use of the aforementioned without the right to compensation.
- 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. The moment at which a claim is lodged as to a defect is the moment when the Organiser was notified of the defect by the Exhibitor. The notification may also be made electronically via the contacts specified in the Agreement. The Exhibitor is obliged to report the defect without undue delay, once it was able to discover it during a timely inspection and with sufficient care, otherwise the claim for liability for defects expires.

#### **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 its participation in the Event, at the following level:
  - o in the case of an announcement of cancellation of participation by 15 July 2023, 50% of the stipulated Fee
  - o in the case of an announcement of cancellation of participation after 15 July 2023, 100% of the stipulated Fee
- 2. In accordance with government regulations regarding the coronavirus situation that will be applicable during the Designblok 2023 period (31 July 2023), the following cancellation measures are valid:
  - If, because of government regulations, measures of the Ministry, or the issuance of another generally binding legal norm, the physical participation of spectators in public events is prohibited in the time of the Realisation of the Event, the Exhibitor has the right to cancelling its participation by 4 September. 2023. In this case, the Organiser undertakes to return 100% of the participation fee to the Exhibitor.

#### B.7 LIABILITY FOR DAMAGE

- 1. In cases of damage caused by force majeure (in particular, but not exclusively as a result of natural and technogenic disasters), 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 shall not be liable for damage.
- 2. The Exhibitor shall be liable for any damage which it causes, e.g., by an Exposition which does not comply with generally binding safety rules.
- 3. The Exhibitor shall be responsible for all movable objects which the Organiser entrusted to it for its use and is obliged to return them undamaged after the end of the Event.
- 4. The Exhibitor shall be liable to the Organiser for any damage suffered by the Organiser in the connection with the Exhibitor's use, assembly, or dismantling of the Exposition. The Exhibitor is obliged to return the Exhibition Area, or any movable objects entrusted to it by the Organiser, to their original condition at its own expense,

or it must reimburse the Organiser for all damage, including cash expenses.

5. Similarly, the Exhibitor shall be fully responsible for any sub-contractors it uses, or persons whom it 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

- The Exhibitor undertakes to abide by generally binding safety regulations, and to abide by all safety regulations of the Organiser. The Exhibitor is therefore obliged to respect all the 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 limited to, 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 its co-workers to the same extent, and it is fully responsible for their actions.
- 3. The Exhibitor is obliged to familiarise itself 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 is obliged to respect the instructions of the Organiser, security services, and other authorised persons of the Organiser, as well as all written instructions published in the Exhibition Premises, including submission to any security control when entering and inspecting items brought into the Exhibition Premises.
- 5. The Exhibitor undertakes to refrain from all activities which could endanger the safety of the public when visiting the Event; in particular, it undertakes to construct the Exposition in such a way that it complies with safety rules.
- 6. 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, it must contact the Organiser, who shall entrust a person authorised to perform such an action to do so.
- 7. 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, to paint walls, remove carpets, etc.
- 8. 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 penalty of CZK 50,000 for every discovered case. The Organiser's right to payment of the contractual penalty does not exclude claims arising from damages.
- 9. It is prohibited to enter the Exhibition Premises with guns and allow in any animals, except for assistance dogs.

#### C.2 RULES FOR THE EXPOSITION AND THE EXHIBITION AREA

- 1. The Exhibitor undertakes that its Exposition shall comply with the project presented to and approved by the Organiser, i.e., the Exhibitor guarantees that it shall realise the Exposition in accordance with the submitted Application, on which 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 shall be 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 penalty of CZK 50,000. The Organiser's right to payment of the contractual penalty does not exclude claims arising from damages.
- 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 is restricted. No modification 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 example, by excessive noise, odour, excessive light, or artificial fog (smoke), etc.
- 5. In the case of Exhibition Areas found in the section in which the pre-built construction (so-called panel grid) is located, the Exhibitor's Exposition must respect the height of the Expositions in the adjacent Exhibition Areas. The prebuilt 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 authorised to promote its products or offer its services only in its 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 its 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 (aforementioned) materials.
- 4. If the Exhibitor does not supply the aforementioned 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 aforementioned text, in both language versions.

#### **C.4**

#### **O**PERATIONAL SECURITY DURING THE **E**VENT

- 1. The Event's custodial service supervises the running of the Exhibition Premises and visitors' behaviour; however, it 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; an Exhibitor may want to arrange its own insurance in advance for such cases, see Section B.5, 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 permitted to enter only by means 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 possible only with a ticket issued by the Organiser or based on an exhibitor passport. Exhibitors' own invitations shall not be accepted at the entrance.

### D. FINAL PROVISIONS

- 1. Relations between the Contracting Parties not addressed by these Conditions are governed by Act No. 89/2012 Coll., of the Civil Code.
- 2. The following appendices are part of these Conditions:

Appendix No. 1 – Benefits

Appendix No. 2 – Schedule of Event

3. These Conditions come into effect on 1 February 2023.

## Appendix No.1 of The General Terms and Conditions

Benefits following from the participation:

#### I. EXHIBITORS IN SUPERSTUDIO

Benefits following from participation:

- Exhibition space
- entries in Designblok's materials:
  - listing on the website of Designblok
- material Benefits
  - 10 tickets for Designblok
  - 8 exhibitor passports
  - 2 invitations for two persons to the Designblok Ceremonial Opening
  - option of pre-purchasing one-time tickets for Designblok, for own guests, clients, or partners, for a discounted price.

#### II. EXHIBITORS IN OPENSTUDIO, ART HOUSE

Benefits following from participation:

- Exhibition space
- entries in Designblok's materials:
  - listing on the website of Designblok
- material Benefits:
  - 5 tickets for Designblok
  - 5 exhibitor passes for designers and design studios / 10 exhibitor passes for school studios
  - 1 invitation for two persons to the Designblok Ceremonial Opening
  - option of pre-purchasing one-time tickets for Designblok, for own guests, clients, or partners, for a discounted price.

#### III. EXHIBITORS IN CITY / OWN PREMISES

Benefits following from participation:

- entries in Designblok's materials:
  - listing on the website of Designblok
- material Benefits
  - uniform designation of participant's location
  - 4 tickets for Designblok
  - 1 invitation for two persons to the Designblok Ceremonial Opening

# Appendix No.2 of The General Terms and Conditions Time Schedule of the Event

- 31 May 2023 application deadline for participation at Designblok 2023
- 30 June 2023 announcement of the list of projects selected to participate at Designblok 2023
- 1-31 July 2023 fee for Designblok 2023 due
- 31 July 2023 deadline for submitting materials for Designblok web & application
- 25 September 1 October 2023 installation of expositions
- 3 October 2023 Professionals Day
- 3 October 2023 Opening Ceremony
- 4-8 October 2023 Designblok 2023 open to public 10.00-21.00
- 9–11 October 2023 deinstallation of expositions